

SUBLEASE AND DEVELOPMENT AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
MONTGOMERY SOCCER, INC.

DATE:

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SUBLEASE AND DEVELOPMENT AGREEMENT

THIS SUBLEASE AND DEVELOPMENT AGREEMENT (the "Sublease"), made this day of 16th April, 2012, by and between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic (the "County") and MONTGOMERY SOCCER, INC, a Maryland non-profit corporation (the "Sublessee"), (the County and the Sublessee together the "Parties").

WITNESSETH:

WHEREAS, the County is committed to helping solve the unmet recreation need for soccer fields in the down county area of Bethesda and Potomac, to be used by boys and girls under the age of 19, and to ensure that this is done in accordance with the vision of the Master Plan, while also addressing community concerns; and

WHEREAS, the Montgomery County Board of Education (the "Board of Education") is the owner of fee simple title in certain property located on Brickyard Road, Potomac, Maryland, consisting of 20.00 acres of land, identified as Parcel 106 on tax map FN33, tax account number 10-01-1614590 (for the purpose of this document, the "Subleased Premises"); and

WHEREAS, the Montgomery County Board of Education and the County entered into a Land Lease Agreement dated April 19, 2011 (the "Prime Lease"), attached hereto as Exhibit B, whereby the County leased the Subleased Premises from the Montgomery County Board of Education for use as ball fields and improvements associated with ball fields, such as a parking lot and other amenities; and

WHEREAS, in January 2012, the County publicly issued a Request For Qualifications and Development Proposals for the development, construction, maintenance and operation of soccer fields on the Subleased Premises and received one qualified response and now wishes to enter into this Sublease and Development Agreement in order to realize the goal of providing soccer fields and other amenities;

NOW THEREFORE, in consideration of the covenants contained in this Sublease, the foregoing recitals which are incorporated herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. SUBLEASED PREMISES: County does hereby grant Sublessee the right to the exclusive use of the twenty (20) acre parcel located on Brickyard Road, Potomac, Maryland, further identified as P106 on tax map FN33 and as outlined in red on **Exhibit A** (the “**Subleased Premises**”), which is attached to this Sublease and incorporated as if fully set forth (which is the same property as described in Exhibit A to the Prime Lease), for the sole purpose of the Sublessee constructing, maintaining and operating soccer fields and associated amenities.

2. SUBLEASE TERM: The term of this Sublease commences on August 16, 2012 (the “Commencement Date”) and expires at midnight on April 30, 2021 (the “Sublease Term”).

3. EARLY TERMINATION:

A. **FOR THE COUNTY**: This Sublease shall terminate immediately in the event the Prime Lease or this Sublease is determined by the Courts to be void, illegal or otherwise unenforceable, or if a or permanent injunction is issued against the Board of Education or the County. In such event, the County is under no obligation to provide alternative space for the Sublessee or to reimburse any expenses incurred by the Sublessee as a result of the termination of this Sublease.

The Sublessee acknowledges that, based on the sole determination of the Board of Education, if the property is needed for school purposes, the County may reclaim the Subleased Premises for educational use by giving the Sublessee

two (2) years notice in writing, at any time during the Sublease Term.

The Sublessee acknowledges that this Sublease shall terminate in the event that Sublessee fails to construct and have operational the Phase I Improvements shown on the attached Exhibit C, by midnight on April 1, 2016.

B. FOR THE SUBLESSEE: This Sublease may be terminated by the Sublessee at any time up to and including the date on which all permits necessary for construction are issued, but prior to the commencement of work on the Subleased Premises, if the cost estimates for Phase I of the project, excluding optional items, exceed the estimated budget of ONE MILLION FIVE HUNDRED AND ONE THOUSAND SIX HUNDRED AND FIFTY DOLLARS(\$1,501,650). All costs must be the result of an independent cost analysis or a competitive bid.

4. RENEWAL OPTION: The Sublessee acknowledges that there are no renewal options available. This Sublease will terminate on the same date that the Prime Lease expires or is earlier terminated.

In the event that the Board of Education and the County extend or renew the Prime Lease, a new Sublease shall be offered to the Sublessee according to the same terms and conditions as the Prime Lease. If the terms and conditions are acceptable to the Sublessee, a new agreement will be executed. This Sublease renewal is contingent upon Sublessee completing all Phase I Improvements and successfully operating the Improvements as a youth soccer facility. As a condition of the renewing the Sublease, the Sublessee shall provide additional amenities, such as playground equipment, with cost not to exceed TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500). Sublessee shall also provide a one acre grassed recreation area, with no greater than five percent slope, for the public. The area must be accessible and can be used for unstructured play by members of

the community or pre-game warm-up or practice space for MSI teams. Construction of the additional amenities shall be completed within one year of the date of the new Sublease.

5. SUBLEASE FEE: In consideration of services provided by the Sublessee as set forth in this Sublease, and for the rights and obligations provided for in this Sublease, Sublessee shall pay annually to the County, without offset, deduction or demand, a sublease fee of one thousand five hundred dollars (\$1,500). The Sublease fee shall be payable by check to: Montgomery County, Maryland, Office of Real Estate, P. O. Box 62077, Baltimore, Maryland 21264-2077, no later than ten (10) days after the Commencement Date or the annual anniversary of the Commencement Date.

6. DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS:

A. The Parties agree that Sublessee is solely responsible for the design, permitting, and construction of the Improvements, as described in the Proposal and Amendments to the Proposal, which are attached hereto as Exhibit C and incorporated as if fully set forth. The Parties have agreed upon a two phase development, as outlined in a letter dated March ²¹~~19~~, 2012, attached as part of Exhibit C. In Phase I, the Sublessee shall provide a public amenity with broad appeal, such as a playground, with a cost not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000). The public amenity will be enhanced or expanded, or a new amenity added, by Sublessee during Phase II, or at the execution of a new Sublease, at a not to exceed cost of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500). The Parties agree that the Phase II development will not take place without the additional public amenity. Selection of the public amenity and management of the public amenity will be the subject of future negotiations between the Parties. The Parties agree that Sublessee is solely responsible for selection of all contractors through a fair and competitive bid process. Any agreements to construct the Improvements ("**Construction Agreements**") shall be between the Sublessee and its contractors and will contain milestones for completion of the work reasonably satisfactory to the County. Contracts with a value of

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FIVE HUNDRED THOUSAND dollars (\$500,000) or more will require 100% Performance and Payment bonds on which the County shall be named as additional obligee.

B. The County has the right to inspect all work and materials before, during and after design and construction.

7. USE OF SUBLEASED PREMISES: Sublessee covenants and agrees that the Subleased Premises shall be used solely as soccer fields and associated amenities. The Subleased Premises will be operated and maintained as a youth soccer facility. Sublessee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Subleased Premises herein described. Sublessee shall be responsible for obtaining all permits required by State, Federal, and Local law for operation of the Improvements. Failure to obtain and maintain any permits required under State, Federal, or Local law to operate the Improvements will constitute a breach of this Sublease. Sublessee will use and occupy the Subleased Premises during the Sublease Term for no purpose other than the use described herein. Sublessee shall, at all times use the Subleased Premises only for, and strictly in conformance with, the Prime Lease.

The Sublessee agrees to restrict the number of tournaments, playoffs, and championship games permitted to be played on the Subleased Premises to no more than five (5) per year. Any games played by MSI teams as part of their normal course of league participation or team activities shall not be considered to fall in the categories above. "MSI teams" refers to all sponsored activities within MSI, including MSI's special needs program (often referred to as TOPSoccer, The Outreach Program for Soccer) and MSI's premier teams (often referred to as MSC, Montgomery Soccer Club).

8. INDEMNITY: The Sublessee hereby indemnifies, and agrees to pay the cost of defense of and hold harmless the County and the Board of Education and the County's and the Board's agents employees and officers (together the "Indemnities") from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorney's fees, which may be

imposed upon, incurred by, or asserted against any of the Indemnities and arising, directly or indirectly, out of or in connection with (i) the Sublessee's breach of its obligations under this Sublease; (ii) the acts or negligence of the Sublessee, its agents, contractors, and employees in or on the Subleased Premises; or (iii) the use or occupancy of the Subleased Premises, and by the Sublessee, its agents, servants, employees, contractors, and/or invitees. In case any action or proceeding is brought against any of the Indemnities by reason of any of the foregoing, the Sublessee must reimburse the County the cost of defending such action or proceeding, or upon the County's written demand and at the Sublessee's sole cost and expense, the Sublessee must defend such action and proceeding by counsel approved by the County.

9. HOURS OF OPERATION: No soccer game or other organized play activity shall occur on the Subleased Premises prior to 9 AM. Arrival of participants, set up of equipment, team warm-up and other preparatory activities may begin at 8AM. Site irrigation and individual preparatory activities by site supervisory personnel such as inspection and staging of equipment, hanging of nets, etc shall be allowed beginning at 7 AM. All organized play activities on the Subleased Premises will end by 9 PM.

10. ASSIGNMENT: The Sublessee shall not assign, transfer, mortgage or otherwise encumber this Sublease, or sublet the Subleased Premises or any part of the Subleased Premises. The Sublessee shall have the right to license parts of the Subleased Premises to third party vendors and service providers for the provision of goods and services that are customary for the uses allowed in Paragraph 7, above. The Sublessee shall permit the use of the Improvements by other soccer organizations from time to time, as the Improvements are available and not otherwise in use for the Sublessee's programs.

11. CONDITION OF SUBLEASED PREMISES: Sublessee accepts the Subleased Premises in "as is" condition. Sublessee agrees to maintain the Subleased Premises in good condition and free of clutter and trash throughout the Sublease Term. Sublessee acknowledges and agrees that at the end of the Sublease Term, the Subleased Premises shall be returned to the County in the same condition as they were when Sublessee accepted the Subleased Premises, improved by the Improvements.

12. COMPLIANCE WITH LAWS: The Sublessee shall cause the Improvements and all operations connected with the Use to be operated in accordance with all applicable Laws. "Laws" means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, Subleases, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Subleased Premises or any part thereof.

13. REPAIRS: The Sublessee shall make all repairs to the Improvements, whether required as a result of damage, destruction, or normal wear and tear, and replace landscaping when necessary. The Sublessee shall keep the Improvements mowed, clear of debris, the paths clear of ice and snow when the Improvements are in use, and maintain all safety lighting, including replacement of bulbs. The County shall have no obligation whatsoever for any maintenance or repairs.

In the event that Sublessee fails to perform its repair and maintenance obligations, the County, after ten (10) days notice to Sublessee, has the right, but not the obligation, to perform such repair and maintenance obligations at the cost of Sublessee, and Sublessee agrees to reimburse County the cost of such repairs or maintenance within fifteen (15) days of receipt of invoice for such services.

14. ALTERATIONS AND ADDITIONAL IMPROVEMENTS: Sublessee shall not be permitted to undertake any alterations or improvements to the Subleased Premises without the written approval of the County and the Board of Education. Sublessee shall submit plans and specifications to the County, which will coordinate with the Board of Education, in the event Sublessee wishes to make alterations or improvements. Any alterations or improvements to the Subleased Premises shall be at Sublessee's sole cost and expense.

15. SERVICES AND OPERATING EXPENSES:

A. Sublessee agrees to maintain and operate the Improvements in a

prudent and economical manner and to keep the Subleased Premises properly mowed and maintained.

- B. Sublessee shall have full and complete authority to manage the Improvements subject to policies determined by Sublessee provided the same do not conflict with any of the provisions of the Prime Lease, this Sublease or any applicable laws.
- C. Sublessee shall be fully responsible at the Sublessee's sole cost and expense, for all operating expenses for the Subleased Premises, including, but not limited to, utility bills, safety lighting, trash removal, pest control, bathroom cleaning, stocking and maintenance, snow and ice removal when required for field operations, mowing and grounds maintenance, striping, paving, insurance, repair and administrative costs attributable to parking areas, preventive maintenance, and day-to-day maintenance.

16. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. **LIABILITY:** Sublessee shall indemnify, protect, defend and save Montgomery County and the Board of Education harmless against all liabilities, loss, damages, judgments and expenses, including court costs and attorney's fees incurred or suffered by the County or the Board of Education as a result of the negligence of, or failure of Sublessee, their licensees, contractors, invitees or employees for any claims, lawsuits, actions, injuries and property damage to person or property occurring upon the Subleased Premises, its appurtenances, or arising out of any operations which takes place on the Subleased Premises prior to termination of this Agreement. The provisions of indemnification shall survive the termination of this Agreement.

Sublessee will maintain a policy of general liability insurance at a minimum of \$1,000,000 per occurrence during the period of this Sublease and Construction. The Sublessee's General Liability Policy

must list Montgomery County, Maryland and the Montgomery County Board of Education as additional insured's and all insurance policies obtained by the Sublessee as required by this Agreement must provide written notice per policy provisions to the County and the Board of Education of amendment, cancellation, termination or non-renewal. Sublessee shall also provide evidence of State mandated worker's compensation coverage.

- B. County's Insurance: The County and the Board of Education will maintain their normal fire and liability insurance on the Subleased Premises. The County and the Board of Education reserve the right to self-insure.
- C. Certificate of Insurance: The Sublessee must, within forty-five (45) days from execution of this Sublease Agreement, deliver to the County a certificate(s) of insurance evidencing the coverages required under this Sublease Agreement and, if requested by the County, complete and accurate copies of all insurance policies. The certificates must be issued to: Montgomery County, Maryland, mailed to the Department of General Services, Attn.: Chief, Division of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850.
- D. The Sublessee must provide, on an annual basis, evidence that is satisfactory to the County of the insurance coverages required under this Sublease Agreement, and if requested by County provide copies of the insurance policies.
- E. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this Sublease Agreement occurs, the Sublessee must look solely to its insurer for reimbursement and the Sublessee must ensure that such insurance is

so written that the Sublessee's insurer waives all rights of subrogation and shall have no cause of action against the County or the Board of Educations, their agents, or employees as a result of such casualty or occurrence. The Sublessee waives and releases all right of recovery which it might otherwise have against Montgomery County, the Board of Education or their licensees, contractors, agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Sublessee would be covered by insurance if the Sublessee complied with the requirements of this Sublease Agreement pertaining to insurance.

17. RESPONSIBILITIES OF SUBLESSEE: Sublessee covenants and agrees as follows:

A. Sublessee shall not keep gasoline or other flammable material or any explosive within the Subleased Premises which will increase the rate of fire insurance on the Subleased Premises beyond the ordinary risk established for the type of operations described in Paragraph 7, above. Any such increase in the insurance rate due to the above, or due to Sublessee's operations within the Subleased Premises, shall be borne by Sublessee. Sublessee shall not willfully do any act or thing in or about the Subleased Premises which may make void or voidable any insurance on the Subleased Premises, and Sublessee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Sublessee shall not use or allow the Subleased Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may cause waste or damage to the Subleased Premises, adjacent properties or the adjacent neighborhood.

C. Sublessee shall not place upon the Subleased Premises any placard, sign, or lettering except such, and in such place and manner as shall have been first approved in writing by the County and which complies with applicable laws.

D. Sublessee acknowledges that all responsibilities of Sublessee relating to the use or misuse of the Subleased Premises and anything therein shall be construed to include use or misuse thereof by Sublessee's agents and employees, guests and invitees, and shall include use or misuse which is inconsistent with the provisions of the Prime Lease.

E. Sublessee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Subleased Premises that may be from time to time promulgated by the County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this Sublease. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the Subleased Premises as set forth in this Sublease. The County shall not discriminate against Sublessee in the enforcement of any rule or regulation. If there shall be a conflict between this Sublease and the rules and regulations, the terms of this Sublease shall govern.

F. The Sublessee is responsible for on site management of the Subleased Premises.

G. The Sublessee must not permit any trade or occupation to be carried on or use made of the Subleased Premises outside the scope of this Sublease or the Prime Lease.

H. The Sublessee will not knowingly employ an individual to work or volunteer to participate in activities on the Subleased Premises if he or she is a registered sex offender, or if her or she has pleaded (1) guilty, (2) "no contest," or (3) nolo contendere to a crime involving sexual misconduct (whether or not resulting in a conviction). The Sublessee hereby agrees that the above requirements are not unreasonable.

18. DESTRUCTION OF SUBLEASED PREMISES: In the event of damage to or destruction of the Subleased Premises or any part of the Subleased Premises by fire, storm, flood or other casualty which does not require the Sublessee to suspend entirely the operation of the Improvements, the Sublessee shall, as soon as practicable after said damage or destruction, repair and restore the Subleased Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said Subleased Premises or any substantial part of the Subleased Premises render the Subleased Premises wholly unavailable for use by the Sublessee for its intended use, the County shall terminate this Sublease within thirty (30) days following the date of the destruction of the Subleased Premises as described above by sending a termination notice to the Sublessee.

19. DEFAULT: Sublessee shall be considered in default of this Sublease and County may terminate this Sublease upon the occurrence of any of the following:

A. Failure to perform under any term, covenant or condition of this Sublease;

B. The commencement of any action or proceeding for the dissolution or liquidation of Sublessee, or for the appointment of a receiver or trustee of Sublessee's property;

C. The making of any assignment for the benefit of Sublessee's creditors;

D. The abandonment of the Subleased Premises by Sublessee for more than sixty (60) days;

E. Use of the Subleased Premises by the Sublessee or with the consent of Sublessee, for uses other than those permitted under paragraph 7 and the Prime Lease; and

F. The use of the Subleased Premises by Sublessee or by Sublessee's agents, employee, contractors, or guests, for any unlawful purpose.

20. ACCESS: Sublessee shall allow County and County's employees or agents, including the Board of Education, to have unlimited access to the Subleased Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by the County, or which the County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Subleased Premises. The County shall have the right but not the obligation to access the Subleased Premises for performance of such work as described in this paragraph. Further, the County shall have the right to recover its costs by invoicing the Sublessee the costs of performing such work.

21. SURRENDER OF POSSESSION: Sublessee covenants and agrees that, at Sublessee's sole cost and expense, at the expiration or other termination of this Sublease, to remove all goods and effects from the Subleased Premises not the property of County, to remove all non-standard alterations; except as County has agreed with Sublessee to leave on the Subleased Premises; and to yield up to County the Subleased Premises and all keys, gate cards, security cards, locks and other fixtures connected therewith (except property belonging to Sublessee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Sublessee is not herein expressly made liable excepted (which exception does not apply to any casualty damage as to which Sublessee is required to maintain insurance coverage under the provisions of this Sublease.) Any of Sublessee's equipment, non-standard alterations, goods, personal property and effects not so removed may, at the

County's election and without limiting the County's right to compel removal thereof, be deemed abandoned and may be retained by the County as its property or be disposed of at Sublessee's sole cost and expense, without accountability, in such manner as the County may see fit.

22. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Sublessee shall give to the County prompt verbal notice of accidents in or damages to the Subleased Premises within twenty-four (24) hours of the occurrence or receipt of the notice, as the case may be, and the Sublessee shall follow-up with a detailed written report of such accidents, damages or notice within five (5) business days.

23. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Sublessee, at Sublessee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Subleased Premises are located, including without limitations the Montgomery County Department of Environmental Protection and Montgomery County Fire Marshal's Office (the "Applicable Laws").

24. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this Sublease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

25. NON-DISCRIMINATION: The Sublessee agrees to comply with the non-discrimination in policies in County contracts as required by Section IIB-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this Sublease Agreement, the Sublessee assures the County that in accordance with Applicable Laws, it does not, and agrees that it will not engage in any discrimination in violation of the above

sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

26. PUBLIC EMPLOYMENT: The Sublessee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

27. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Sublessee:

Montgomery Soccer, Inc.
7650 Standish Place, Suite 108
Rockville, MD 20855
Attn: Executive Director

County:

Montgomery County, Maryland
Department of General Services
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Chief, Division of Real Estate

With a copy, that does not Notice, to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

28. PROHIBITION OF HAZARDOUS SUBSTANCES: The Sublessee agrees not to store or bring hazardous substances onto the Subleased Premises. The Sublessee agrees to remain in compliance with all applicable Laws and Regulations with regard to any hazardous substance. The Sublessee indemnifies the County against any and all claims of

any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Subleased Premises by the Sublessee, its agents, contractors or employees or guests.

29. NON-APPROPRIATION: Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, § 1A (2011 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this Agreement is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

30. AMERICANS WITH DISABILITIES ACT REQUIREMENTS: Sublessee agrees that the Improvements and any future modifications made to the Subleased Premises by Sublessee shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Sublessee must obtain all required permits prior to constructing the Improvements or making any modifications to the Subleased Premises and must comply with all applicable Building and Safety Codes.

31. EMINENT DOMAIN: The Sublessee is not entitled to any condemnation award granted to the County for County's property rights by virtue of the Prime Lease in the Subleased Premises. In the event that the Subleased Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Sublessee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Sublessee to the Subleased Premises at the Sublessee's expense.

32. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this Sublease if the same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of Sublease Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party except to the extent that the same is expressly made conditioned upon the appropriation of future funds.

33. ENTIRE AGREEMENT: This Sublease (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this Sublease shall be of any force or effect.

34. MODIFICATION: This Sublease (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this Sublease.

35. GOVERNING LAW: This Sublease and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland. Both Parties agree and acknowledge that the Montgomery County Circuit Court shall have exclusive jurisdiction and venue as to any claims or suits filed with respect to the matters addressed in this Sublease.

36. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this Sublease must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

37. WAIVER OF JURY TRIAL: **BOTH PARTIES AGREE, AND HEREBY DO, WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS OR SUITS RELATING TO THIS SUBLEASE.**

38. SUBLESSEE'S CERTIFICATION OF AVAILABLE FUNDS: Sublessee, by its execution of this Sublease, hereby certifies and represents to the County that Sublessee has funds available for construction of the Improvements in Phase I in accord with the specifications, as modified and set forth in Exhibit C to this Sublease.

39. THE COUNTY'S TITLE AND COVENANT OF QUIET ENJOYMENT: The County covenants that it has, to the best of its knowledge, full right and power to execute and perform this Sublease, and that it shall put Sublessee into complete and exclusive possession of the Subleased Premises, as set forth herein. The County covenants and agrees that, if Sublessee pays all Sublease Fees, and performs all of its obligations under this Sublease, the Sublessee shall, at all times during the Sublease Term have the peaceable and quiet enjoyment and possession of the Subleased Premises for the purposes stated in this Sublease.

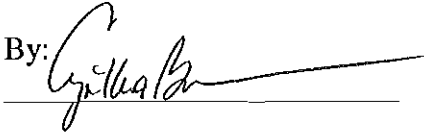
40. MANDATORY REFERRAL: The Sublessee acknowledges that the County will submit this project to the Planning Board for review under the Mandatory Referral statute. The County reserves the right to alter or terminate this Sublease based on recommendations received from the Planning Board through the Mandatory Referral process. The Sublessee shall have the right to terminate this agreement in response to any requirements imposed by the County as a result of the Mandatory Referral process.

TLF
LEP

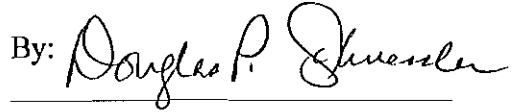
SIGNATURE PAGE FOLLOWS

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WITNESS:

By: 

SUBLESSEE:
MONTGOMERY SOCCER, INC.

By: 

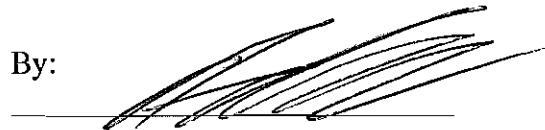
Title: President, Executive Director

Date: 3/21/2012

WITNESS:

By: 

SUBLESSEE:
MONTGOMERY SOCCER, INC.

By: 

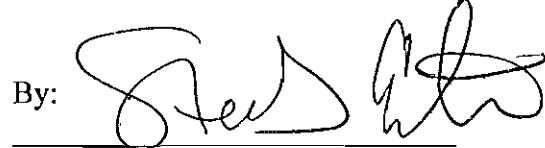
Title: Chair, Board of Directors

Date: 3/21/2012

WITNESS:

By: 

SUBLESSEE:
MONTGOMERY SOCCER, INC.

By: 

Title: FIRST VICE CHAIR

Date: MARCH 21, 2012

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Rebecca S. Domaruk

By: Timothy J. Firestone
Ramona Bell Pearson, Assistant
Chief Administrative Officer

Date: 4/16/2012

RECOMMENDED

By: David E. Disc.
David E. Disc., Director
Department of General Services

Date: 4/16/2012

APPROVED AS TO FORM &
LEGALITY
OFFICE OF THE COUNTY
ATTORNEY

By: Marc Hansen
Marc Hansen, County Attorney

Date: 4/16/12

**BRICKYARD MIDDLE SCHOOL SITE
BRICKYARD ROAD, POTOMAC, MARYLAND**

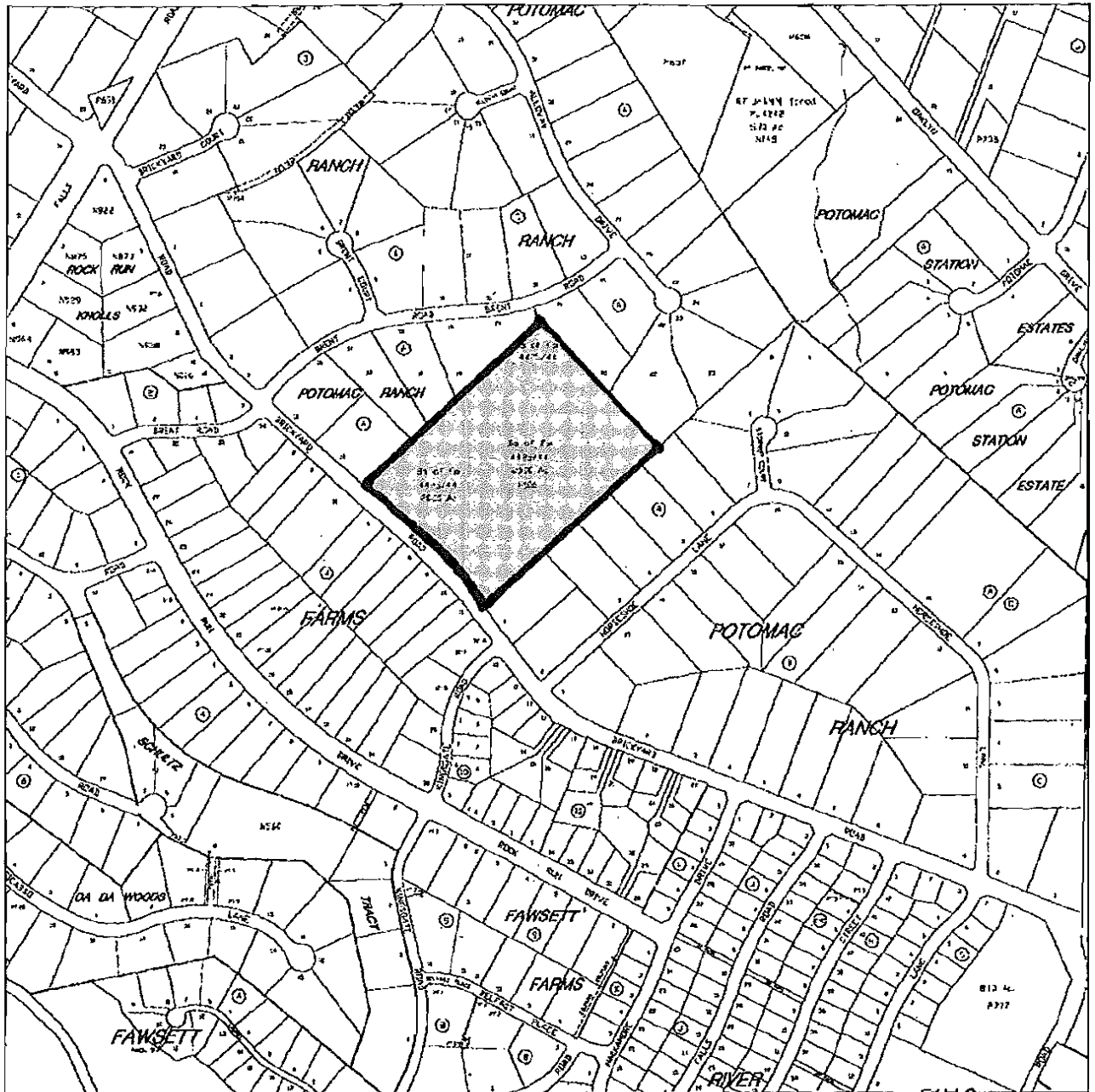


EXHIBIT A

LAND LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY BOARD OF EDUCATION

AND

MONTGOMERY COUNTY, MARYLAND

DATED: 4/19/11

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8. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE
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10. HAZARDOUS MATERIALS
11. MAINTENANCE AND REPAIRS
12. RECLAMATION
13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS
14. NOTICE OF DEFECTS
15. SURRENDER OF PREMISES
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17. HOLDOVER
18. QUIET POSSESSION
19. STATUTORY PROVISIONS
20. NO WAIVER
21. NON-APPROPRIATION
22. ASSIGNMENT & LICENSING
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28. LEASE TERMINATION
29. MAIL NOTICES

LAND LEASE AGREEMENT

THIS AGREEMENT OF LAND LEASE, made this 19th day of April, 2011, by and between MONTGOMERY COUNTY, MARYLAND hereinafter referred to as "the County" or "Tenant", and MONTGOMERY COUNTY BOARD OF EDUCATION, hereinafter referred to as "Landlord". (The Landlord and the County together the "Parties")

WITNESSETH

In consideration of the rents hereinafter reserved, and the agreements and covenants herein contained, the Parties hereto mutually agree as follows:

1. THE LEASED PREMISES:

The Landlord hereby leases to the County and the County hereby leases from the Landlord all of that real property, situate and lying in Montgomery County, Maryland, which consists of Twenty Acres (20) of land located on Brickyard Road, Tax Map FN33, Parcel 106 as shown in EXHIBIT A.

2. TERM:

The term of this Land Lease (the "Lease Term") shall commence ("Lease Commencement Date") on or about April 1, 2011, and shall terminate at 12:00 o'clock, midnight, on the last day of the calendar month which completes Ten (10) full years of tenancy hereunder, plus the partial month (if any) in which the Lease Commencement Date occurs. [i.e. April 30, 2021]

3. BASIC RENT:

The County shall pay or cause to be paid to the Landlord the annual amount of Fifteen Hundred Dollars (\$1,500) paid annually at the rate of One Thousand Five Hundred dollars (\$1,500) by April 1 of each year.

4. USE:

County or its agents shall use the Leased Premises solely for ballfields and improvements associated with that use such as a parking lot and an amenity facility.

5. COMMUNITY NOTIFICATION:

At least 30 days prior to issuance of a Request for Expression of Interest, the County shall publicly notify the community of County's intent to develop ballfields. This notice shall include, but not necessarily be limited to, notification of adjacent and confronting property owners of the subject site and applicable community/homeowners associations by first class mail.

6. FORMER AGRICULTURAL TENANT:

In accordance with the Landlord's official action approving this transaction, the County agrees to permit the former agricultural tenant known as "Nick's Organic Farm" to plant and harvest on the Leased Premises during the 2011 growing season through January 1, 2012 via a sublease.

7. COUNTY'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. The County shall self-insure. The liability of the County and the Montgomery County Self-Insurance Program is limited by the Local Government Tort Claims Act ("LGTC"), MD. Ann. Code, Cts & Jud. Proc. Sec. 5-301 et seq. (2006 Repl. Vol.) as amended (the "LGTC").

B. The County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy and shall not do or permit to be done any act or thing as a result of which either any policy of insurance of any kind covering any or all of the Property or any liability of the Landlord in connection therewith may become void or suspended or the insurance risk under any such policy would be made greater and in the event the County's occupancy causes any increase in the insurance premiums for the Building or any part thereof, then the County shall pay as Additional Rent the additional premiums within ten (10) days after Landlord notifies County of such increase or cease such act at Landlord's option.

C. All the improvements, equipment, effects and property of every kind, nature and description belonging to the County which, during the continuance of this Lease or any occupancy of the Leased Premises by County, shall be at the sole risk of County and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless due to the negligent act of Landlord, its employer or agents- or failure to comply with its obligations hereunder.

D. The Parties hereby waive any right of subrogation against the other to the extent that the liability arises from a cause covered by insurance, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, contractors, invitees or employees, and only to the extent of the insurance proceeds recovered, provided that the Parties' insurance policies permit such waiver.

8. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. The County and the Montgomery County Board of Education agree to indemnify and hold each other harmless from any liability, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property or otherwise which arises out of the act, failure to act, or negligence of the indemnifying party in connection with or arising out of the activity which is the subject of this Agreement. Any obligation or liability of either the County or the Board of Education arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, MD. Code Ann., Cts. & Jud. Proc. §5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, §1A (2005 Repl. Vol.); Md. Code Ann., Educ. Sec. 4-105 (2008 Repl. Vol.); and Md. Code Ann., Cts & Jud. Proc. § 5-509 and § 5-518 (2006 Repl. Vol.), all as amended from time to time. Any indemnification given in this Agreement is not intended to create any rights in any third parties.

B. The County and the Montgomery County Board of Education will continue as participants in the Montgomery County Self-Insurance Program and will give the other party thirty (30) days advance notice if such participation changes. In the event of the Board of Education's withdrawal from the Montgomery County Self-Insurance Program, the County reserves the right to change the mandatory insurance and indemnification requirements. The County and the Board of Education agree to accept that this self insurance meets all insurance requirements of this Agreement.

9. ACCESS:

Landlord or Landlord's agents shall have the right to have access to the Leased Premises upon reasonable notice which may be verbal (except in the event of emergency to County) for the purpose of inspection or in the event of fire or other property damage or for the purpose of performing any maintenance or repairs.

10. HAZARDOUS MATERIALS:

The County or its Licensee shall not deposit or dispose of any such wastes, medical byproducts or any hazardous or toxic chemicals or substances (as defined by applicable governmental regulations and laws) in toilets, sinks, plumbing lines, waste containers, trash dumpsters or other trash collection or receptacles and shall be in accordance with applicable Laws and Regulations.

11. MAINTENANCE AND REPAIRS:

The County shall be responsible for all maintenance to the Leased Premises. If required, the County will obtain all necessary permits and licenses for any construction.

12. RECLAMATION:

Based on the sole determination of the Board of Education that the property is needed for school purposes, the Landlord may reclaim the Leased Premises for educational use by giving the County Two (2) years notice in writing.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

County or its Licensee will not make any alterations (including signage) or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent to, and conditions and requirements for construction within the building, shall not be unreasonably withheld, conditioned, or delayed.

14. NOTICE OF DEFECTS:

When the County or its Licensee becomes aware of defects, County shall provide Landlord with prompt notice of accidents on or damages to the property.

15. SURRENDER OF THE LEASED PREMISES:

County covenants at its sole cost and expense, at the expiration or other termination of this Lease: to remove all goods, equipment, personal property and effects from the Leased Premises not the property of Landlord; to remove all non-standard alterations, except as Landlord has agreed with County to leave in the Leased Premises; to put the Leased Premises in good order and repair, reasonable wear and tear excepted; and to yield up to Landlord the Leased Premises and all keys, gate cards, security cards, locks and other fixtures connected therewith in good repair, order and condition in all respects, reasonable wear

and tear and damage by fire or other casualty, not caused by County's act or neglect, excepted. Any of County's equipment, non-standard alterations, goods, personal property and effects not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and may be retained by Landlord as its property or be disposed of at County's sole cost and expense, without accountability, in such manner as Landlord may see fit. A fee of \$15.00 each will be charged for keys, gate cards and security cards not returned to Landlord.

16. DEFAULT:

A. By County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, to keep and perform each and every one of the terms, conditions and covenants contained herein, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence,) after written notice to County from the Landlord specifying the default, then at the option of the Landlord, the Landlord or his assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland.

B. By Landlord: In the event that the Landlord or his assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as either otherwise provided herein on as may reasonably be required to correct the default with exercise of due diligence) after written notice by certified or registered mail, return receipt requested, from the County specifying the default, then the County at its' option, may pursue any and all legal remedies available to the County.

C. No default as hereinbefore provided shall be deemed complete unless at the time Landlord or County seeks to take any action based upon such alleged default the same shall remain uncured by the defaulting party.

17. HOLDOVER:

In the event the County continues to occupy the Leased Premises or any part thereof after the conclusion of the term of this Lease, the County's tenancy shall be deemed to be upon a month-to-month basis. The tenancy thus created shall be subject to all applicable terms and conditions of this Lease, including any rental increases, in excess of those set forth in this Lease, as determined by Landlord, at Landlord's sole and absolute discretion and may be terminated by either party providing the other not less than thirty (30) day's prior written notice, to expire the day of the month from which tenancy commenced.

18. QUIET POSSESSION:

Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on County's part, County shall at all times during the term of this lease and to any renewals, extensions or modifications thereof, have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

19. STATUTORY PROVISIONS:

It is understood, agreed and covenanted by and between the Parties that the Landlord and County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

20. NO WAIVER:

The waiver at any time by the Landlord or County of any particular covenant or condition of this Lease shall extend to the particular ease only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

21. NON-APPROPRIATION:

This Lease Agreement shall terminate automatically on July 1 of any year for which Montgomery County Council does not make an appropriation of funds to pay the obligations stated in this Lease. The County shall notify the Board of Education at least thirty (30) days written notice of lack of appropriation. The County shall not make or to be entitled to make any claims for reimbursement of any kind, except for prepaid items or as otherwise agreed to in this Lease in writing by the Parties.

22. ASSIGNMENT AND LICENSING:

The County may assign this Lease or License the Leased Premises with the written consent of the Board of Education, provided that such consent will not be unreasonably withheld, conditioned or delayed. The County agrees that in any sub-lease, license, or other use agreement for the Leased Premises, it shall require the sub-lessee/ licensee/ user to indemnify the Landlord as well as the County. The County shall also require its sub-lessee/licensee/user to not knowingly employ an individual to work or a volunteer to participate in activities on the premises if he is a registered sex offender, or if he has pleaded (1) guilty, (2)"no contest," or (3) nolo contendere to a crime involving sexual misconduct (whether or not resulting in a conviction). The County agrees that the above requirements are not unreasonable.

23. BENEFIT AND BURDEN:

The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties and each of their respective representatives, successors and assigns.

24. WAIVER OF JURY TRIAL:

Should any controversy, action, proceeding or counterclaim arise by and between the Parties hereto against the other concerning any of the terms and conditions contained in this Lease, the payment of monies due hereunder, issues in any way connected with this Lease, County's use or occupancy of the Leased Premises, any claim of injury or damage or any statutory remedy, then each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the State of Maryland, Montgomery County.

25. SIGNAGE:

The County or its Licensee shall supply signage at its expense and subject to applicable laws and regulations.

26. NON-DISCRIMINATION:

Landlord agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all

other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

27. PUBLIC EMPLOYMENT:

Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

28. TERMINATION FOR FAILURE TO COMPLETE THE PROJECT:

This Lease shall be subject to termination if the County (or its private partner) fails to meet either of the following milestones:

1) By midnight on the date that is two years from the lease commencement date, the County must have a fully executed agreement with a private partner that requires the private partner to construct and operate ballfields on the Leased Premises; or

2) By midnight on the date that is five years from the lease commencement date, the private partner must have completed the construction of said ballfields and have them operational.

In order to terminate the Lease, the Parties shall countersign a letter acknowledging the lease termination pursuant to the operation of this clause.

29. MAIL NOTICES:

All notices required or desired to be given hereunder by either party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

LANDLORD:

Montgomery County
Board of Education
850 Hungerford Drive
Rockville, Maryland 20850
Attention: Director of Facilities
Management

COUNTY:

Montgomery County, Maryland
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

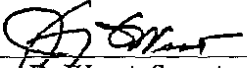
With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

[SIGNATURE PAGE FOLLOWS]

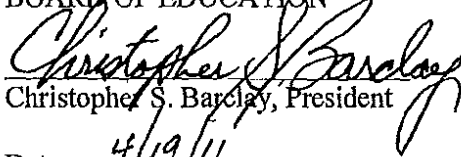
WITNESS WHEREOF, the Parties hereto have caused this LEASE to be properly executed.

WITNESS:

By: 
Jerry D. Weast, Secretary

LANDLORD:

MONTGOMERY COUNTY
BOARD OF EDUCATION

By: 
Christopher S. Barclay, President

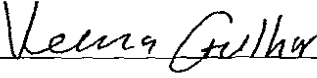
Date: 4/19/11

Approved by the Board of
Education of Montgomery County

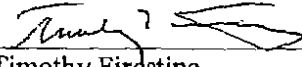

Jerry D. Weast, Superintendent of Schools

Date: 4/8/11

WITNESS:

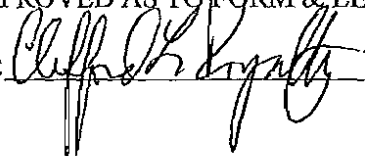
By: 

MONTGOMERY COUNTY
MARYLAND

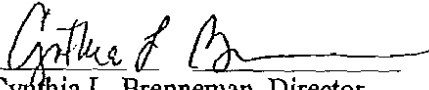
By: 
Timothy Firestine
Chief Administrative Officer

Date: 4/5/2011

APPROVED AS TO FORM & LEGALITY

By: 

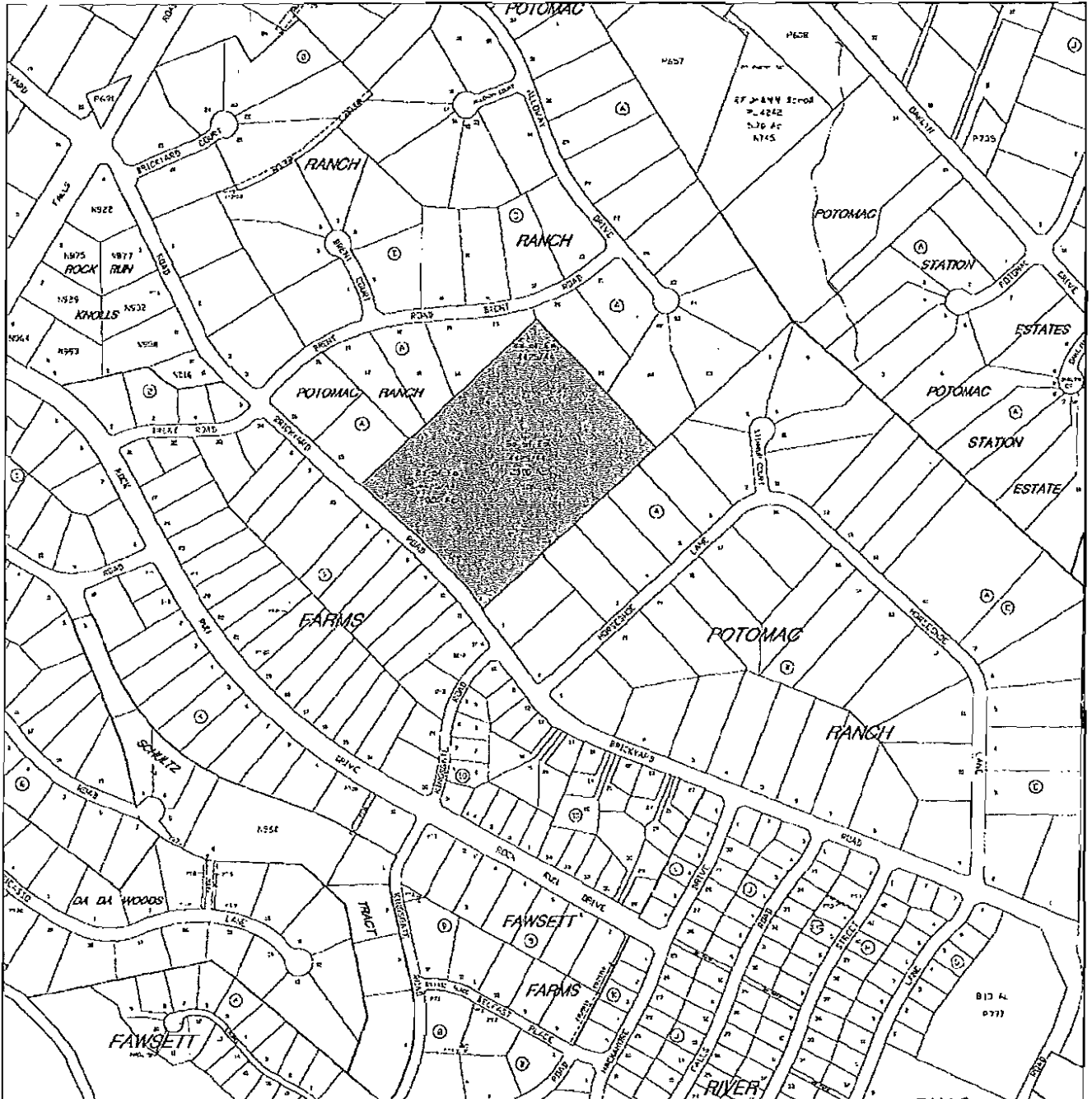
RECOMMENDED:

By: 
Cynthia L. Brenneman, Director

Date: 4/4/11

EXHIBIT "A"

BRICKYARD MIDDLE SCHOOL SITE BRICKYARD ROAD, POTOMAC, MARYLAND





REQUEST FOR QUALIFICATIONS AND DEVELOPMENT PROPOSALS (RFQ-DP)

**For the Development, Construction, Maintenance, and
Operation of Soccer Fields at
Brickyard Road "Parcel 106, Tax Map FN33"
Potomac, Maryland 20854**

January, 2012



ISSUED BY:

**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF GENERAL SERVICES
101 MONROE STREET, 11TH FLOOR
ROCKVILLE, MARYLAND 20850**

EXHIBIT C 1

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ATTACHMENTS

- A. April 19, 2011 Land Lease Agreement between Montgomery County Board of Education and Montgomery County, Maryland
- B. June 9, 2011 Public Comments
- C. Email input from Local Civic Associations Leaders
- D. Email input from Community
- E. May 2, 2011, License Agreement between Montgomery County, Maryland and Nick's Organic Farm, LLC

I. Overview

Montgomery County, Maryland ("County") is committed to helping solve the unmet recreation need for soccer fields in Bethesda and Potomac ("Down County area"), to be used by boys and girls under the age of 19 ("Youth Soccer"), and to ensure that this is done in accordance with the vision of the Master Plan, while also addressing community concerns. To that end, the County through its Department of General Services ("DGS"), has issued this Request For Qualifications and Development Proposals ("RFQ-DP") seeking development proposals ("Proposals") from applicants ("Applicant") to develop, construct, operate and maintain soccer field(s) ("Project") on the "Brickyard Road" property which is 20 acres of undeveloped land legally described as Parcel 106, Tax Map FN33 as shown in Exhibit A of the Land Lease Agreement in Attachment A ("Property").

The County will review the proposals submitted in response to this RFQ-DP and it will determine whether there is a suitable Applicant to work with the County on the Project. As a result of this RFQ-DP process, the County intends to enter into a License Agreement, or any other agreement(s) deemed necessary by the County to meet its needs for this Project, with the selected Applicant.

The License Agreement will be expressly subject to the terms and conditions of the April 19, 2011 Land Lease Agreement between the Montgomery County Board of Education and the County, as well as any other requirements and specifications required by the County for the Project. A copy of the Land Lease Agreement is attached as Attachment A. Furthermore, the selected Applicant will be solely responsible for all costs and expenses incurred in its development, construction, operation, and maintenance of the soccer fields.

II. Objectives

The County is home to approximately 25,000 youth participating in soccer activities. Due to limited soccer facilities, there is a need for properly built and maintained fields that can operate year round. The County has an ongoing concern about the shortage of rectangular sports fields in the Down County area, especially given the growing youth population and their recreational needs.

The Maryland-National Capital Park & Planning Commission MNP&PC), in its 2005 Parks Recreation Open Space (PROS) Plan, referenced the need for more multipurpose rectangular fields, especially in the Down County area. It calls for an additional 73 multi-purpose rectangular fields in the County by 2020. The PROS Plan can be found at the following link:

http://www.montgomeryparks.org/PPSD/ParkPlanning/Projects/LPPRP/LPPRP_2005/LPPRP_Executive_Summary.pdf

In addition, the Potomac Master Plan, approved by the County Council in 2002, following hearings and work sessions, explicitly recognizes that future school sites offer potential for fulfilling some of the recreation needs of the Potomac Subregion and that all school sites, not otherwise recommended in the Plan for environmental conservation, should be considered for other public uses. The Potomac Master Plan specifically identifies the Property as suitable for ball fields. (Potomac Subregion Master Plan, p.135).

With one-third of the County devoted to agricultural reserve and only 4% of the County otherwise undeveloped, the County is considering sites identified in master plans for suitable uses to meet the greater public needs for rectangular sports fields. At this time, the County's fiscal resources are seriously challenged. Therefore, the County wants to license the use of the Property to the selected Applicant for the development, construction and operation of soccer fields. The Applicant selected by the County must meet the conditions listed in Section IV and address, to the extent reasonably possible, the following objectives (see Attachments B, C, and, D for community concerns):

1. Solve the unmet recreation need for high-quality fields in Bethesda and Potomac developed in accordance with the vision of the Master Plan for Youth Soccer.
2. Provide design of high-quality fields that can be used by youth soccer organizations throughout the year at affordable rates.
3. The County prefers the development of the Property to include at least two FIFA full size soccer fields and an additional community use.
 - a. In recognition that the Property has to this point been the site of an organic farm and that the community has expressed support for a farm or some other community benefit to continue on the Property together with the soccer fields, the County encourages proposals that consider an additional use that may include; some reduced scale of the farm or related education center, community gardens, playground/tot lot, exercise area and fitness trail, or other beneficial use.
4. Alleviate community concerns regarding traffic and parking.
5. Alleviate community concerns regarding Storm Water Management and overall environmental impact.
6. Alleviate community concerns regarding fields operation and management including: service hours, noise, security, and maintenance.



III. Site Location and Description

The Property is located on Brickyard Road between Brent Road and Horseshoe Lane in Potomac, Maryland, Zip Code 20854. The Property, which is surrounded by residential properties, is owned by the Montgomery County Board of Education. It is currently used for organic farming under a License Agreement between the County and Nick's Organic Farm, LLC ("Nick's Organic Farm"). A copy of that License Agreement is attached as Attachment E.



Figure 1 - GENERAL SITE MAP

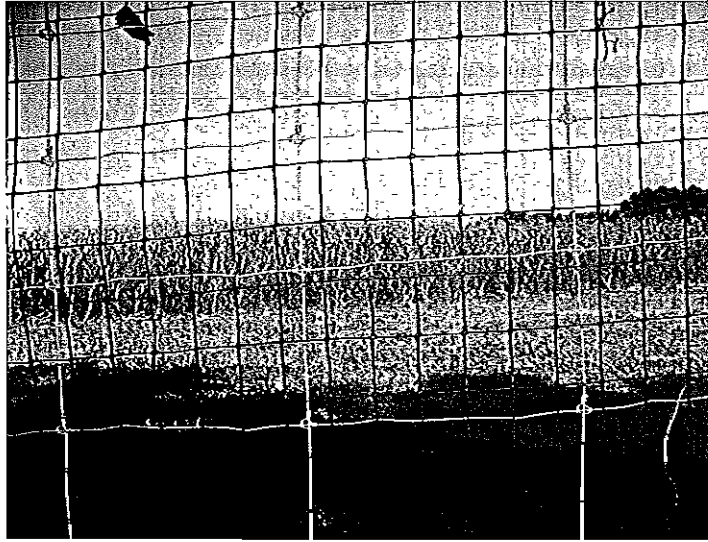


Figure 2 - FIELD



Figure 3 - Adjacent Road

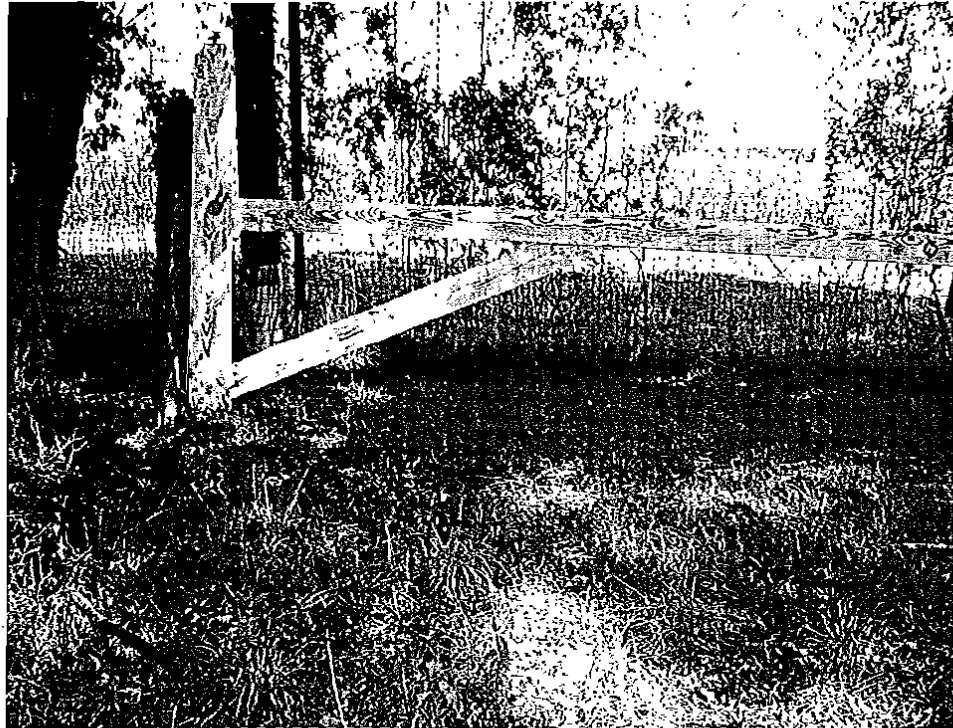


Figure 4 - Driveway Entrance Gate

IV. Project Description and Conditions

The Project will consist of private development, construction, maintenance, and operation of soccer fields at no cost and expense to the County.

The selected Applicant will be required to execute a License Agreement with the County and pay the County a nominal annual fee in an amount not less than \$1,500 per year.

The selected Applicant will be required to design, construct, operate, and maintain the Property, soccer fields, other dual use facilities, parking facilities, storm water management facilities, and any other required improvements, in compliance with applicable County, State and Federal laws.

No permanent toilet facilities will be permitted on the Property. The selected Applicant must furnish and maintain accessible portable high standard trailer-type restrooms (no Porta-Johns).

The selected Applicant will be responsible for all trash pickup for the Property.

The selected Applicant will be required to build, at a minimum, two FIFA full (or equivalent) size soccer fields in the dimensions set forth on the following sketch:

V. Submission Requirements

The Applicant's Proposal must include a complete description of the Applicant's conceptual project design and operational plans. In addition, the Proposal must address how it will satisfy the County's objectives. The County reserves the right to request additional information from an Applicant during the review period.

**FAILURE OF AN APPLICANT TO SUBMIT ALL REQUIRED INFORMATION
MAY RENDER THE PROPOSAL INCOMPLETE AND INELIGIBLE FOR FURTHER
CONSIDERATION BY THE COUNTY.**

The Proposal must include the following:

1. Cover Page: The cover page must contain the Request For Qualifications and Development Proposals title, the Applicant's name, and the submission date.
2. Transmittal Letter: The transmittal letter must contain:
 - A. The name, title and contact information of the individual with authority to bind the Applicant. The authorized person must transmit the Proposal along with documentation confirming that the individual is empowered to act for the Applicant as well as documentation of the Applicant's good standing and/or qualification to do business in the State of Maryland if it a corporation, limited liability company or other business required to be registered with the Maryland State Department of Assessments and Taxation ("SDAT").
 - B. A statement that the Applicant registration/membership is open to all boys and girls under the age of 19
 - C. The address of the Applicant's principal place of business, and the Applicant's entity type. If the Applicant is a joint venture, provide the above information for all participants in the Proposal.
 - D. Statement that the Proposal will remain in effect for one year after the due date.
 - E. Statement acknowledging receipt of each addendum that the County may issue to the RFQ-DP.
3. Statement of Qualifications: The response to the RFQ-DM must contain:

- A. Background Information: A description of the Applicant, including the organizational structure, identification of principal staff and governing board members, and length of time it has existed as an organization. For purposes of this request and this Section 3, if the Applicant is a joint venture, information for each entity should be furnished and how the Soccer Field(s) Use, Revenue, and Expense will be managed by the venturers.
 - B. Financial Capability: Description of the Applicant's financial capability to: (1) develop (design and build the facility including soccer fields, parking, and other requirements); (2) maintain the facility; and (3) the ability to operate/program the facility. This section must provide the Applicant's plan to obtain sufficient financing for the development of the Project, the furnishing of accessible portable restrooms, the maintenance of the fields, and the operation of the proposed fields within the requirement established by the Land Lease Agreement between the County and the Montgomery County Board of Education. The Proposal must include the year to date financial statements and audited financial statements for the preceding two years. To the extent there are no audited financial statements available for the Applicant, then the Applicant must submit its unaudited financial statements.
 - C. Project Experience: Description of the Applicant's experience at developing, maintaining and operating a soccer facility. This information must clearly describe the financial structure, size, location, and acquisition method for any referenced soccer facilities. The Proposal must explain the Applicant's compatibility with the community and describe any prior experience partnering/working with local/state/national governmental agencies.
 - D. Program Experience: Description of the soccer programs the Applicant provides for the public, including number of participants, description of participants (such as age, skill level (recreational, elite/travel, etc.), diversity, etc. and the objectives of those programs. The Applicant must demonstrate that its registration/membership is open to all boys and girls under the age of 19.
 - E. References: Include names and addresses of at least three commercial or institutional credit references for the Applicant and any member of the proposed joint venture or partnership and a letter from each of the credit references authorizing them to respond to inquiries from the County.
4. Concept Statement: This section must describe the Applicant's concept for the Project and how this concept meets the County's objectives. This concept

statement must identify the following:

- A. Illustration of the proposed layout, square footage (including a breakdown describing the type and use of field area) and other characteristics of the development of the soccer field(s) facility.
 - B. Project budget showing funds and funding sources for initial design and construction costs and long-term annual operating costs. The budget must include but not be limited to cost, revenue and inflation assumptions, for:
 - Soft and hard costs to construct the fields;
 - Maintenance costs;
 - Equipment costs; and
 - Revenues from membership fees and other sources;
 - Expenditures, including lease and other payments including utility costs and other operating costs
 - C. A statement of whether the proposed development is contingent on any County or State government action (e.g., regulation changes, public funding-grants, loans, etc.) and a listing of these contingencies.
5. **Programming Commitment:** Describe how the programs conducted by the Applicant's Use of the Property will support and contribute to the objectives listed in Section II above. Describe the operation of the fields including hours of operations and services provided to private use (members) and the public at large (for example educational programming, youth programming, etc.).
 6. **Electronic Files:** In addition to paper copies, one copy of the entire Proposal must be submitted to the County in PDF format on a CD-ROM as one single file.

VI. Evaluation Criteria

Upon receipt of the Proposals, the County will review and evaluate the Proposals. Interviews may be conducted with the Applicants, at the County's discretion. The County's goal is to select the Proposal that best meets the County's objectives and conditions outlined in this RFQ-DP.

VII. Administration of the Proposals.

Proposals are due by **2:00 pm, on March 1, 2012**. The County, in its sole and absolute discretion, may elect to negotiate with more than one Applicant at the same time until an agreement satisfactory to the County is negotiated with an Applicant.

Any amendments to this RFQ-DP will be posted on the Department of General Services' website which can be located at the County's website at

www.montgomerycountymd.gov. It is an Applicant's responsibility to check for amendments to the RFQ-DP prior to submitting its Proposal to the County.

The County has established the following preliminary schedule for review of the Proposals, but reserves the right to amend this schedule or, at its sole discretion, to cancel the RFQ-DP at any time.

RFQ-DP Release	January 10, 2012
Site Tour (Optional)	February 6, 2012
Deadline for Questions	February 16, 2012
Proposal Submission Date	By 2:00 PM, March 1, 2012
Applicant Interviews	April /May 2012
Negotiations with Applicant(s)	May/June 2012
Selection of Applicant	June/July 2012

VIII. Submittal Instructions

All Proposals must include one original and seven (7) copies in 8½" by 11" format with no smaller than 11-point font. Submissions must be bound and sealed, and must be mailed or delivered to:

Kassa Seyoum
Division of Building Design and Construction
Montgomery County Department of General Services
101 Monroe Street, 11th Floor
Rockville, MD 20850

The envelope must state "***RFQ-DP: Brickyard Road Soccer Fields.***" Written Proposals will be evaluated upon only what is submitted, and it is incumbent upon the Applicant to submit sufficient information to enable the County to fully evaluate the Applicant's capabilities and experience. Proposals received after the date and time specified will be rated as late and may not be considered by the County, although the County reserves the right to accept a Proposal submitted after the Proposal Submission Date. The County will not accept faxed Proposals or Proposals sent via e-mail. Unless requested by the County, additional information cannot be submitted by an Applicant that has submitted a Proposal after the Proposal Submission Date.

Proposals submitted prior to March 1, 2012 may be withdrawn only by written notice to the County. Withdrawn Proposals may be resubmitted up to Proposal Submission Date, provided that the Proposal is fully in conformance with this RFQ-DP.

Any modified Proposal must be submitted at the place, and prior to the time, designated for receipt of Proposals.

IX. Optional Pre-Submission Conference & Tour

There will be an optional pre-submission conference and Site Tour on February 6, 2012. The conference will begin at 1:00 p.m., at the Potomac Community Recreation Center followed by a Property tour. The County will not provide transportation to or from the Property.

X. Conditions and Limitations

The County leases the Property from the Montgomery County Board of Education under a Land Lease Agreement dated April 19, 2011 ("Lease"). The validity of the Lease is currently the subject of A LEGAL CHALLENGE PENDING BEFORE THE MARYLAND STATE BOARD OF EDUCATION. THE CASE IS CAPTIONED NICHOLAS MARAVELL, ET AL. v. MONTGOMERY COUNTY BOARD OF EDUCATION. If the Lease is determined to be void, illegal or otherwise unenforceable, or if a temporary restraining order or permanent injunction is issued against the Montgomery County Board of Education and/or the County, this RFQ-DP and any License Agreement executed through this RFQ-DP process automatically terminates with no cost, liability or obligation to the County.

The County reserves the unilateral right, in its sole and absolute discretion, to reject any or all Proposals, which may or may not include a dual use of the property, submitted in response to this RFQ-DP, advertise for new Proposals, or to accept any Proposal deemed to be in the best interest of the County. A Proposal submitted in response to this RFQ-DP does not constitute a contract or an acceptance of an offer. This RFQ-DP does not constitute an offer and does not indicate or otherwise reflect a commitment of any kind on behalf of the County. The County further reserves the right to request clarification of information provided in any Proposal submitted in response to this RFQ-DP without changing the terms of this RFQ-DP. This RFQ-DP does not represent a commitment or offer by the County to enter into a License Agreement or any other agreement with an Applicant or to pay any costs, fees, and expenses incurred by an Applicant in the preparation or submission of a Proposal. Furthermore, this RFQ-DP does not commit the County to pay for any costs, fees, and expenses incurred in the negotiation or in preparation of, or related to, a License Agreement or any other agreement between the selected Applicant and the County.

By submitting a Proposal to this RFQ-DP, Applicants acknowledge that the County reserves the right, in its sole and absolute discretion, to impose on the selected Applicant any terms, conditions, requirements, and specifications (collectively "Requirements") that the County deems necessary to fulfill its objectives for the Project and that those Requirements will be incorporated into the License Agreement and any other agreements executed by the selected Applicant and the County for the Project.

Questions regarding this request must be in writing and directed, via email, to **Kassa Seyoum** at kassa.seyoum@montgomerycountymd.gov or by fax 240-777-6003.

In its sole discretion, the County may post its responses to questions it receives about the RFQ-DP on the County's DGS website. Applicants are encouraged to check the DGS website before they submit Proposals to this RFQ-DP.

The Proposals, and any information made a part of the Proposals (specifically excluding financial information of the Applicants), will become a part of the Project's official files. The County is not obligated to return the Proposals or other responses to the Applicant.

If an Applicant contends that any part of its Proposal is proprietary or confidential, and therefore disclosure is limited under the Maryland Public Information Act, Md. Code Ann. State Gov't §§10-611 *et seq.* ("MPIA"), the Applicant must identify all information that is confidential or proprietary and provide justification for why such materials should not be disclosed by the County under the MPIA. The County, as custodian of Proposals submitted in response to this RFQ-DP, reserves the right to determine whether or not material, deemed proprietary or confidential by the Applicant, is, in fact, proprietary or confidential as required by the MPIA, or if the MPIA permits nondisclosure. The County will favor disclosure of all Proposals in response to any request for disclosure made under the MPIA.

Applicants must familiarize themselves with the Property and form their own opinion as to its suitability for any proposed development on the Property. The County makes no representation as to the Property. The County assumes no responsibility for Property conditions including, but not limited to: environmental and soil conditions on the Property. Applicants are responsible for their own background investigations as to restrictions, if any, bearing upon title, zoning, subdivision, transportation, developability, utilities and physical conditions at the Property. Soils tests and other invasive tests may not be conducted upon the Property during the review and negotiation stage.

Applicants are subject to the provisions of law pertaining to ethics in public contracting including, but not limited to, the applicable provisions of Chapter 19A.

XI. Minority, Female and Disabled Participation

The County encourages Applicants to include, where possible, meaningful minority, female and disabled ("MFD") participation in the proposed Project. This participation could include, but not be limited to, the Applicant teaming with MFD instructors, builders and subcontractors.

RESPONSE TO:

Request For Qualifications And Development Proposals (RFQ-DP)

For The Development, Construction, Maintenance, and Operation Of Soccer Fields

At

Brickyard Road "Parcel 106, Tax Map FN33"

Potomac, MD 20854

SUBMITTED TO:

Kassa Seyoum

Division Of Building Design And Construction

Montgomery County Department Of General Services

101 Monroe Street. 11th Floor

Rockville, MD 20850

SUBMITTED BY:

Montgomery Soccer, Inc

7650 Standish Place #108

Rockville, MD 20954

SUBMITTAL DATE:

March 1, 2012

Proposal For
Development, Construction, Maintenance, and Operation
Of Soccer Fields at Brickyard Road "Parcel 106, Tax Map FN33"
Potomac, Maryland 20854
March 1, 2012

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2	CONCEPT STATEMENT <ul style="list-style-type: none">A. Illustration of the Proposed LayoutB. Project BudgetC. Contingent Actions
3	PROGRAMMING COMMITMENT
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March 1, 2012

Division Of Building Design And Construction
Montgomery County Department Of General Services
101 Monroe Street, 11th Floor
Rockville, MD 20850

Mr. Seyoum:

Montgomery Soccer, Inc. (MSI) is pleased to submit the attached proposal for the development, construction, maintenance, and operation of new soccer fields located at the Brickyard Road site in Potomac, MD. This proposal is submitted in response to the Request For Qualifications And Development Proposals (RFQ-DP) For The Development, Construction, Maintenance, and Operation Of Soccer Fields at Brickyard Road "Parcel 106, Tax Map FN33" Potomac, MD 20854.

MSI is a Non-Profit Organization founded in 1971, registered as a Corporation with the State of Maryland in 1973, and granted 501(c)3 status by the IRS in 1980. MSI's Field Development Committee, comprised of Adam Prill, Steven Ertel, and Doug Schuessler, is empowered to act on behalf of the Corporation. Adam Prill is Chair of the Board of Directors and Steven Ertel is 1st Vice Chair of the Board of Directors. MSI's Executive Director is Douglas P. Schuessler, who may be reached via the MSI offices (7650 Standish Place, #108, Rockville, MD 20855), via telephone (301.762.4674), or email (doug@msisoccer.org).

The Board of Directors of Montgomery Soccer Inc. has adopted, by unanimous consent, the following resolution in support of the attached proposal:

We the Board of Montgomery Soccer Inc. hereby empower the Field Development Committee (Adam Prill, Steve Ertel, and Doug Schuessler) to submit the proposal and act on behalf of MSI for all matters relating to the submission and potential negotiations of the Brickyard project consistent with the financial limitations stated therein.

Documentation that MSI is in good standing with the Maryland Department of Assessments and Taxation, and a copy of our IRS 501(c)3 certification are attached to this transmittal letter.

This proposal is intended to benefit all Montgomery County youth; to this end, registration for MSI programs is open to all boys and girls under the age of 19. This proposal will remain in effect for one year from the date above, and incorporates all addenda issued with respect to this RFQ-DP. MSI pledges

MONTGOMERY SOCCER, INC.
7650 Standish Place | Suite 108 | Rockville, MD 20855
(301) 762-4MSI | Fax (301) 762-6404
www.msisoccer.org email : msi@msisoccer.org



to act in good faith with the County in regards to this proposal. We look forward to the opportunity to discuss this proposal and deliver this worthwhile community project to the youth of Montgomery County.

Regards,

Douglas P. Schuessler
President, Executive Director
Montgomery Soccer, Inc. (MSI)

Adam Prill
Chair, Board of Directors
Montgomery Soccer, Inc. (MSI)

Steven Ertel
1st Vice Chair, Board of Directors
Montgomery Soccer, Inc. (MSI)

Griff Lindsay
Secretary, Board of Directors
Attest to Board Resolution
Montgomery Soccer, Inc. (MSI)

MONTGOMERY SOCCER, INC.

7650 Standish Place | Suite 108 | Rockville, MD 20855

(301) 762-4MSI | Fax (301) 762-6404

www.msissoccer.org email: @msissoccer.org

Attachment 1

Documentation of Good Standing in State of Maryland


Maryland Department of Assessments and Taxation
Taxpayer Services Division

301 West Preston Street Baltimore, MD 21201 (2007 vw3.1)

[Main Menu](#) | [Security Interest Filings \(UCC\)](#) | [Business Entity Information](#)
[\(Charter/Personal Property\)](#) [New Search](#) | [Rate Stabilization Notices](#) | [Get Forms](#) | [Certificate of Status](#) | [Image Availability](#) | [SDAT Home](#)

Taxpayer Services Division

Entity Name: MONTGOMERY SOCCER, INC.
Dept ID #: D01348903

General Information	Amendments	Personal Property	Certificate of Status
----------------------------	-------------------	--------------------------	------------------------------

Principal Office
(Current): 7650 STANDISH PLACE #108
 ROCKVILLE, MD 20855

Resident Agent
(Current): STEVEN G. ERTEL
 13321 GLEN MILL ROAD
 ROCKVILLE, MD 20850

Status: REVIVED

Good Standing: Yes

Business Code: Ordinary Business - Non-stock

Date of
Formation or
Registration: 06/04/1973

State of
Formation: MD

Stock/Nonstock: Non-Stock

Close/Not Close: Unknown

Link Definition

General Information General information about this entity

Amendments Original and subsequent documents filed

Personal Property Personal Property Return Filing Information and Property Assessments

Certificate of Status Get a Certificate of Good Standing for this entity

Attachment 2

IRS S01c3 Certification Letter

Internal Revenue Service
District Director

Department of the Treasury

Date: JAN 19 1982

Employer Identification Number

23-7327918

Accounting Period Ending:
December 31

Form 990 Required: ☒ Yes ☐ No

Montgomery Soccer, Inc.
13320 Old Forge Road
Silver Spring, Maryland 20904

Person to Contact:

M.S. Ash

Contact Telephone Number:

(301) 962-4774

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.

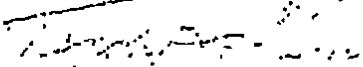
If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

cc: William Morris, Esq.
Leighton, Conklin Lemov Jacobs
and Buckley
2033 M. Street, N.W., Suite 800
Washington, D.C. 20036

Sincerely yours, -


Teddy R. Kern

District Director

1. STATEMENT OF QUALIFICATIONS

A. Background Information

*A description of the
Applicant including ...*

Montgomery Soccer Incorporated (MSI) operates a nationally recognized Recreational Program, designed to meet the needs of the majority of youth soccer players up to the U19 age group. It is an open program in which players of all abilities are invited to play and enjoy the game. MSI guarantees every child playing time in an environment that places participation, fun, and skill development above winning. Recreational teams are coached exclusively by volunteers. "Carded" players (i.e., players registered in specific age groups for more competitive play) may not play on MSI recreational teams. For those youth that seek more competitive and higher levels of play, MSI provides opportunities through its Classic and Premier teams. For children with special needs, MSI's TOP Soccer program provides a well balanced playing opportunity. We describe our programs in detail in this Proposal.

*...organizational
structure and the length
of time it has existed as
an organization.*

Montgomery Soccer Inc. (MSI) is a Non-Profit Organization formed in 1971, registered as a Corporation with the State of Maryland in 1973, and granted 501(c)3 status by the IRS in 1980. MSI maintains a Certificate of Good Standing with the Maryland Department of Assessments and Taxation.

*...identification of the
principal staff and
governing board
members...*

MSI's Executive Director and President is Douglas P. Schuessler, who manages the Corporation's daily operations and is empowered to act on behalf of the Corporation for all daily operations. MSI is governed by an all-volunteer Board of Directors, consisting of the following individuals:

Adam Prill (Chair)
Steven Ertel (1st Vice Chair)
Scott Coflin (2nd Vice Chair)
Griff Lindsay (Secretary)
Douglas Whitescarver (Treasurer)
Rhett Asher
Ilisa Bernstein
Barry Gudelsky
Alberto Gutiérrez
Peter Korolkoff
John Quinn
Leon Reed
Edward Sorkin
Mark Spierer
Robert Wilkoff
Benjamin Willey
Pamela Yerg

Proposal For
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Of Soccer Fields at Brickyard Road "Parcel 106, Tax Map FN33"
Potomac, Maryland 20854
March 1, 2012

If the applicant is a joint venture, information for each entity should be furnished and how the Soccer Field(s) use, revenue, and expense will be managed.

B. Financial Capability

A description of the Applicant's financial capability to:

The Applicant, MSI, is submitting this Proposal on its own Corporate behalf and is not a member of a joint venture or partnership. Therefore, the information contained in Section B – Financial Capability, is that of MSI itself as the sole Applicant.

The following thumbnail financials (presented in thousands of dollars) for 2011 and 2010 present the operational Income and expenses of MSI, and demonstrate the ability to satisfy Items 1), 2), and 3) immediately below.

FY 2011

2,802	Operating Income
55	Contributions Income
(192)	Investment Income (Loss)
(2,065)	Operating Expense
(35)	Contribution to Operating Reserve
(565)	Contribution to Facility Development Fund
	Balanced Budget for FY2011

FY 2010

2,598	Operating Income
41	Contributions Income
524	Investment Income (Loss)
(1,957)	Operating Expense
(1,206)	Contribution to Facility Development Fund
	Balanced Budget for FY2010

1) develop (design and build the facility) including the soccer fields, parking, and other requirement

MSI affirmatively asserts that it has sufficient dedicated Facility Development Funds (\$1.771 million contributed over the previous 2 years, with a TOTAL of \$7.182 million available as of 31 December 2011) to develop the proposed facilities at the Brickyard Road School site. As demonstrated herein, the development costs associated with this site are \$2,952,950.

*2) maintain the facility, and
3) the ability to operate /program the facility.*

MSI generates approximately \$700,000 in annual operating funds to maintain fields and to operate projects in our overall field development initiative. More detail can be found in the financial statements for the preceding two years included in the Appendix.

This section must provide the Applicant's plan to obtain sufficient financing for the development of the Project...

MSI intends to fund all development costs from its Facility Development Funds as demonstrated above. While we currently anticipate no need for outside financing to develop the Brickyard Road site, we have an excellent credit relationship with Eagle Bank, and can draw upon up to \$3 million in financing if MSI deems financing more beneficial than the self-funding of which we are fully capable.

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Of Soccer Fields at Brickyard Road "Parcel 105, Tax Map FN33"
Potomac, Maryland 20854
March 1, 2012

*...the furnishing of
accessible portable
restrooms...*

As described in Section 2 – Concept, MSI proposes to provide accessible trailer-based restroom facilities in full compliance with applicable codes. We have included the rental and servicing cost of these facilities in our operating budget for the site.

*...the maintenance of
the fields...*

As noted, MSI intends to self-finance the maintenance of the Brickyard Road site from its current annual operating budget.

*...and the operation of
the fields within the
requirements
established by the Land
Lease Agreement
between the County and
MCPS.*

MSI affirmatively states that it will operate the fields in the manner described in this proposal, and consistent with the normal operating procedures of MCPS and the County Department of Parks. We have noted elsewhere proposed modifications to the requirements established by the Land Lease Agreement between the County and the Montgomery County Board of Education.

MSI recognizes the limitation in the lease agreement between MCPS and Montgomery County, relative to lease term. MSI further notes that the lease term creates an imbalance in the project pro forma that will need to be the subject of future discussions, if selected for negotiation. MSI shares Montgomery County's objective of providing quality soccer fields for use by the children of our community at affordable cost. Our investment to develop superior quality fields that provide the highest levels of the youth soccer experience in a safe environment requires further discussion to ensure that our shared objectives may be met.

*The Proposal must
include the year to date
financial statements and
audited financial
statements for the
preceding two years.*

Please see the financial statements included under separate cover in the Appendix.

*C. Project Experience
A description of the
Applicant's experience
developing, maintaining,
and operating a soccer
facility.*

Since its founding in 1971, MSI has provided a safe, conforming, and dependable soccer experience for Montgomery County youth. We have established long-term relationships with Montgomery institutions such as Montgomery County Public Schools, the Montgomery County Department of Parks, the Maryland Soccer Foundation's Soccerplex, and private landowners such as the Poolesville Polo Grounds. Throughout the years, we have established a tradition of responsible land stewardship and of meeting our financial obligations in a timely manner. This Section describes both our experience with these entities and the financial structures required for use of these facilities.

*This information must
clearly describe the
financial structure, size,
location, and acquisition
method for any
referenced soccer
facilities.*

In addition to the financial arrangements with landowners for physical playing space, MSI incurs additional costs for program operations. These costs include association fees, player fees, referee fees, and full-time administrative and permanent office overhead costs.

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Potomac, Maryland 20854
March 1, 2012

*Montgomery County
Public Schools (MCPS)*

MSI has established and maintained soccer fields at Montgomery County Public Schools (MCPS) sites on an ongoing basis, as well as through Adopt-A-Field agreements with the County at varying times. This maintenance includes pre-season field inspection, hazard removal, setting and removal/safe storage of goals and corner flags, field marking, engaging FIFA-qualified referees and linesmen, and establishing chain-of-command for medical and other emergencies.

MSI also creates mini-soccer environments at locations such as Julius West and Hoover Middle Schools, each with up to 16 fields, every Saturday Fall and Spring, 16 weeks a year. MSI is responsible for site logistics, traffic management, field management, sanitation facilities, trash cleanup, scheduling, and coordination.

*Montgomery County
Department of Parks*

We permit field usage from the Montgomery County Department of Parks and MCPS through a bulk permit arrangement. In most cases, MSI is responsible for establishing the playing field by laying out and striping the fields, and setting and removing goals / nets and corner flags. In 2011, MSI paid \$88,000 to MCPS and the Department of Parks. MSI pays this fee in advance each season.

Maryland Soccerplex

Our record of exceptional management, coaching training, and our provision of programs for youth play at all levels of development led us to become a member of the community partnership that developed the superior quality fields at Maryland Soccerplex in Boyds (upper Montgomery County), MD as part of a public/private partnership with M-NCPPC. In that partnership, we held a governance role where we gained invaluable experience in the planning, operation, and management of a 19-field soccer complex and adjoining 40,000 square foot Indoor soccer facility, while responsibly dealing with the initial and ongoing community concerns that a regional recreational complex brings to an established community. MSI pays rent to the Soccerplex based on the intensity and frequency of use. In 2011, MSI paid \$404,000 for use of these excellent facilities.

Poolesville Polo Grounds

Each year we create a soccer complex out of Montgomery County farmland at the Poolesville Polo Grounds off River Road. This major effort establishes one of the premier festival events in the County, serving more than 100 teams from the Montgomery County community. The use of this site is made possible through the private landowner at no cost to MSI, but we are responsible for field maintenance, our share averaging approximately \$4,000 annually. In addition to field maintenance activities, we create and stripe the fields, set and remove goals, nets and corner flags, engage the referees, design and create adequate parking, manage the traffic flow in and out of the site, provide parking marshals to guide attendees, provide sanitation facilities, and at the end of the day remove all trash and other

Association Fees

evidence to restore the farmland to its pre-festival condition. We also provide an information pavilion, have Certified Athletic Trainers onsite with emergency plans coordinated with local emergency responders, provide food and drink concessions, and family entertainment / play facilities (eg., DC United moon bounce).

MSI Premier teams are affiliated with the National Capital Soccer League (NCSL) for boys and the Washington Area Girls Soccer League (WAGSL) for girls. MSI pays approximately \$25,000 annually to each of these organizations (\$50,000 total) to help defray the costs of their operations.

The MSI Recreational and Premier teams are also affiliated with the Maryland State Youth Soccer Association (MSYSA), and are charged fees on a per player basis. In 2011, the cost of this association was \$65,000.

The MSI Classic teams are affiliated with the U.S. Club Soccer program, also on a per player basis. In 2011, the cost of this association was \$57,000.

MSI has never failed to meet its financial obligations to these organizations.

Referee Fees

To maintain safe and legal play under the rules of the Internationally recognized soccer (football) governance body, the Federation Internationale de Football Association (FIFA), MSI engages the services of the FIFA-credentialed referees of the Metropolitan Washington Soccer Referees Association (MWSRA). Referees vary between one and three per game, depending on age group, and are paid at the end of each season on a per game basis. In 2011, MSI paid \$302,000 to MWSRA for these services.



*The Proposal must
explain the Applicant's
compatibility with the
community...*

For over 40 years, MSI has brought a quality athletic and sportsmanlike experience to several generations of Montgomery County youth and parents alike. We are confident of our ability to continue to plan and manage exceptional recreational experiences at the Brickyard Road site. We eagerly look forward to taking our lessons learned, especially from the Maryland Soccerplex, and applying them to fields which we have developed and for which we are fully responsible.

Montgomery County is fortunate in having one of the highest standards of living in the nation. Notwithstanding the advantages this confers on many of our player families, we see many opportunities to "play it forward" for others.

MSI strives to be actively engaged with the community it serves. Providing a safe, well regulated, fair, and inclusive athletic program, at whatever level of competition parents and youth are comfortable, expands the horizons of our participants. Learning to share responsibility and rewards, be part of a team, show up on time, be fit, and accept both wins and losses graciously as

fundamental parts of community-building.

Nearly 5% of our membership receives financial assistance, allowing these children to participate without regard for their ability to pay. We also operate a seasonal shoe exchange program that provides gently used soccer shoes at low to no cost to kids.

As part of MSI's broader efforts to promote sportsmanship and leadership, we have an organized sportsmanship program that recognizes and rewards the highest examples of sportsmanship. This program culminates with team and club outings to DC United games for all sportsmanship winners. In addition, MSI organizes and manages a youth leadership program that trains and guides middle and high school students through their participation as program leaders and junior referees for our younger age groups.

MSI hosts an annual banquet honoring our top volunteers, coaches, youth leaders, referees, junior referees, and TOP Soccer volunteers. Award winners are selected and honored on the basis of their contributions to our community, especially in the areas of sportsmanship and leadership.



In addition to these fundamental ideals, MSI also engages the community on other levels. MSI's TOP Soccer Program provides well-regulated soccer opportunities for children with special needs. We also encourage many of our youth players to become "buddies" and to fully participate in the implementation of this program, expanding the social and moral dimensions of our players and coaches.



We have, for many years, conducted food drives for the needy, whose numbers are growing swiftly in these stressful times. On an annual basis MSI families contribute more than 10,000 pounds of food to support the neediest in our community. Encouraging our families and players to participate in this effort for those less fortunate sharpens their social consciences.



MSI has, over the years, become a way of life for many Montgomery County families. Whether this is limited to driving to weekend events and watching their young children get exercise and kick the ball around, or extends to the more committed weekday practices and strenuous weekend travel schedules demanded by elite play, Montgomery County families build their schedules around youth sports. This is our way of life. Our compatibility with the aspirations of Montgomery County's youth and their families has become deeply rooted over the last 40 years, and is likely to remain so for the indefinite future.

...and describe any prior experience

As described in Project Experience above, MSI has a long and trusted relationship with Montgomery County agencies and jurisdictions, including

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Of Soccer Fields at Brickyard Road "Parcel 106, Tax Map FN33"
Potomac, Maryland 20854
March 1, 2012

*partnering/working with
local/state/national
governmental agencies.*

D. Program Experience
*The Applicant must
demonstrate that its
registration/membershi
p is open to all boys and
girls under the age of 19.*

*Description of the soccer
programs the Applicant
provides for the public.*

Diversity

**MSI Recreational
Program**
Number of participants

*Description of
participants (age, skill
level (recreational,
elite/travel, etc.)*

*Objectives of the
program.*



MSI Classic Program
Number of participants

Description of

Montgomery County Department of Parks, MCPS Adopt-A-Field Program, and the public/private partnership with M-NCPPC at the Maryland Soccerplex. Through our affiliations with state, national, and international organizations, MSI has developed and expanded a broad and diverse array of youth recreational programs.

Our youth programs are open to all boys and girls up through the U19 age group. Further information regarding MSI's commitment to our "open to all" philosophy can be found on our website:

www.msisoccer.org

Mission Statement:

MSI is a non-profit youth soccer organization that promotes youth soccer in Montgomery County. MSI emphasizes each child's enjoyment, personal growth, skill development, and team experience through excellent leadership, fair play, and good sportsmanship.

MSI programs draw from a vast cross section of Montgomery County, fully representing the full diversity of our community. Our financial assistance program ensures that "ability to pay" does not prevent any child from participating, with nearly 5% of our players benefitting from this program

Approximately 9,500 participants

This program is open to all youths ranging in age up to U19. The Recreational Program is the largest component of MSI's Soccer programs, serving approximately 9,500 players. The Recreational Program is an "open registration" program that accepts all applicants from throughout Montgomery County. The "open" nature of this Program is demonstrated by our website statement labeled "MSI Philosophy and Format."

MSI's nationally recognized Recreational Program is designed to meet the needs of the majority of youth soccer players up through the U19 age group. It is an open program in which players of all abilities are invited to play and enjoy the game. MSI guarantees playing time for every child in an environment that places participation, fun, and skill development above winning. Recreational teams are coached exclusively by volunteers.

Approximately 5,000 participants

This program serves players in the U10 through U19 age groups that seek a

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*participants (age, skill
level (recreational,
elite/travel, etc.)*

*Objectives of the
program.*



CLASSIC

MSI Premier Program
Number of participants

*Description of
participants (age, skill
level (recreational,
elite/travel, etc.)*

*Objectives of the
program.*



**Top Soccer
(MSI Adaptive Program)**
Number of participants

*Description of
participants (age, skill
level (recreational,
elite/travel, etc.) and
objectives of the
program.*



moderately higher level of play. The league combines elements of open registration and "select" registration. Individual teams have the option to select players based on tryouts, and all teams wishing to participate are included.

The MSI Classic program offers a higher level of competition to MSI players who do not want to travel hours to practices or games. This program is available to both boys and girls from U10 through U19. Classic teams compete against other Classic teams so the games are both local and competitive.

Approximately 500 participants

MSI Premier is a travel program and is the highest level of play offered by MSI. This program is open to players in the U9-U19 age groups. Teams are formed exclusively through tryouts.

The Premier Program is MSI's most competitive level of youth soccer. Premier or "Travel" teams are formed in the U9 through U19 age groups and usually play in the National Capital Soccer League (NCSL) and the Washington Area Girls Soccer League (WAGS) against teams from Virginia, Washington DC, Maryland, and West Virginia. These teams play as "MSC" (Montgomery Soccer Club) teams in the above leagues. The Premier Program targets the most advanced players and requires a considerable commitment and support from each family as the teams travel locally and around the country to compete with the best teams from other areas.

Approximately 100 participants

MSI takes the lead role in the organization and implementation of our Top Soccer program for children with special needs, consistent with Special Olympics guidelines. Participants in our Top Soccer program are generally ages 6-21. The program includes dozens of coaches and "buddies" (partner players) from many of MSI's teams.

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Other Programs

In addition to leagues and teams, MSI also organizes a wide variety of free coaching education programs (most of which are open to all members of the coaching community, including non MSI coaches), parent education clinics, player development clinics, camps, festivals, tournaments, etc.

E. References

Include names and addresses of at least three commercial or institutional credit references for the Applicant and any member of the proposed joint venture or partnership, and a letter from each of the credit references authorizing them to respond to inquiries from the County.

MSI has a long history of commercial activity related to its mission. We provide in the Appendix credit reference letters from the following:

- Metropolitan Washington Soccer Referees Association
- Rockville Soccer Supplies
- Maryland State Youth Soccer Association (MSYSA)

MSI authorizes Montgomery County to contact each of these references, and authorizes each to respond to such inquiries.



Maryland State Youth Soccer Association
221 5th Avenue, SE
Glen Burnie, Maryland 21061
410-768-5401 – office
410-768-5406 – fax
www.msypa.org

February 24, 2012

The Maryland State Youth Soccer Association, a 501(c)(3) organization, is comprised of over 66,000 registered players and over 140 affiliates. The MSYSA is affiliated with the United States Youth Soccer Association and the United States Soccer Federation.

Montgomery Soccer Inc. is an affiliate of the MSYSA and has held this association since 1992. As an affiliate they are required to abide by the rules and policies that govern the associations to include payment of their registered players. This seasonal year, MSI has paid over \$53,000 in registration fees.

Should you need additional information, please feel free to contact me.

Respectfully,

A handwritten signature in cursive script, appearing to read "Marle", written in black ink.

Marle Langford
Executive Director
MSYSA



Metropolitan Washington Soccer Referees Association
Office of the President
33 Palm Haven Court
Rockville, MD 20852

February 22, 2012

Mr. Douglas Schuessler
Executive Director
MSI

Dear Mr. Schuessler,

MWSRA is glad to provide a very positive credit reference for MSI. Our referee association has been associated with MSI for over 4 decades providing referee services. In 2011, we billed MSI for over \$300,000 in referee services. As in past years, response to our billings has been timely and complete. All payments were as promised and we are able to pay our independent contractor referees on time. MSI has been an excellent long term client for us. We can always count on MSI to provide excellent financial stability that allows us to budget for our association, knowing that the funds will be available from MSI.

Sincerely,

Dan Lukash
President

Date: 2/22/12

Rockville Soccer Supplies

Rockville Soccer Supplies has been a supplier for MSI for a variety of different soccer specialty items such as uniforms, field equipment, coach's gear, staff apparel, etc. for over a decade. Since the beginning of the relationship, the staff has been very easy to deal with and we could not be happier with the on time and accurate bill payments made by the organization. The total payments for 2011 exceeded \$25K and they remain our top and most steady account to date. In addition, MSI has been very responsible in upholding all of the uniform obligations set in the Classic and Premier uniform contracts over the years.

Hrant Tatarian

Store Owner

1331-Q Rockville Pike

Rockville, MD 20852

(301) 309-6902

SECTION 2

2. CONCEPT STATEMENT

This section must describe the Applicant's concept for the Project and how this concept meets the County's objectives. This concept statement must identify the following:

As shown on the accompanying Site Plan, MSI intends to develop superior quality fields which will provide a high level of soccer experience on extremely safe playing fields, including two full-sized FIFA-regulation pitches (playing fields) and two small-sided playing fields, along with adequate parking, sanitation facilities, shelter, and maintenance shed. The plan provides for the potential inclusion of a variety of public amenities, such as playground space, parking, buffers and an exercise path. In addition, the plan provides space for an Organic Agricultural Education Center and Community Gardens, to be designed, developed and maintained by a community-based Non-Profit Organization. None of these facilities is permanent in nature, allowing easy reversion of the site to other County uses, including school construction, in the future.

Our approach to development of the site consists of the following Phases:

Phase 1 – Site Evaluation

Topography, soil characteristics, compaction, drainage, turf assessment.

Phase 2 – Site Design Agreement

Agreement with Montgomery County on proposed approach and design.

Phase 3 – Options/Design

Turf selection, drainage, irrigation, maintenance program.

Phase 4 – Site Construction

Development of the fields and other site amenities.

Phase 5 – Operation

Moderate use of site until such time as turf has matured.

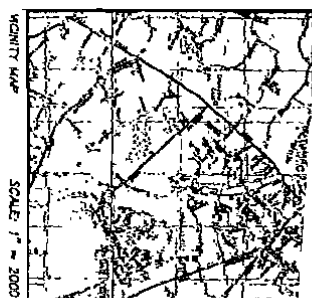
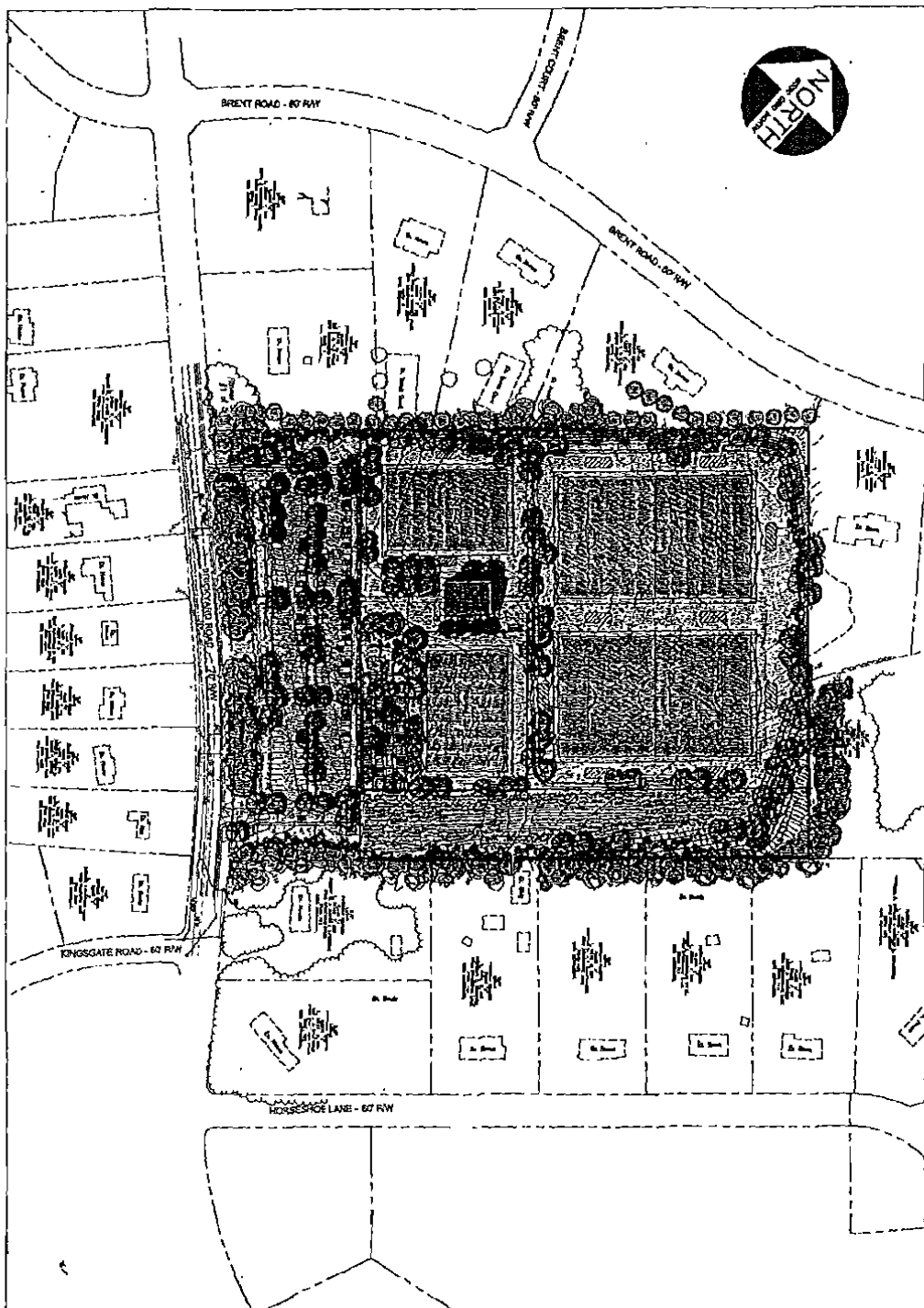
Existing Conditions

A. Layout

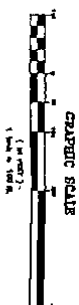
Illustration of the proposed layout...


Please see the attached Site Plan on the following page, highlighting the superior quality fields, Organic Agricultural Educational Center and Community Gardens, and amenity spaces.

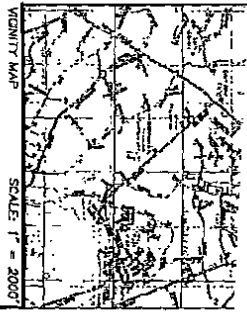
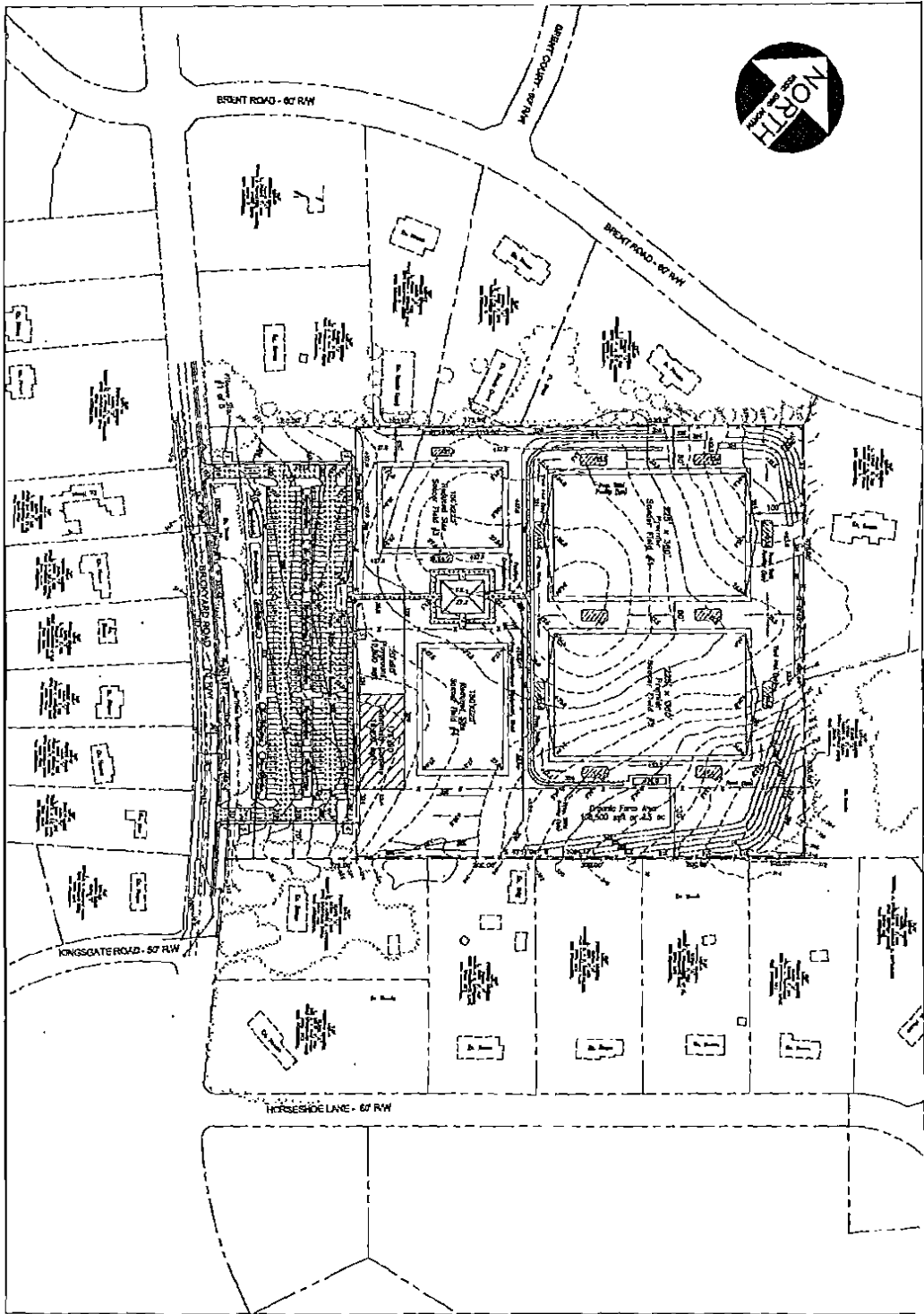
While much engineering and design effort has already been performed to carefully show the site layout, the attached site plan is preliminary and will require future revisions. The plan provides opportunities for natural spectator seating berms, recognized storm water management design concepts, and sufficient buffer spaces around the fields that will provide noise buffering and ball retention. Fenced areas utilizing the existing farm fencing, with additional interior fencing, provides both ball control measures and defined paths of ingress and egress. This will ensure that



- ## GENERAL NOTES
1. Chief Administrator: Malcolm G. Smith
Director of Criminal
Justice
100 Lexington Drive
Cambridge, MA 02142
 2. State Address: Belmont, MA 02454
 3. Property Address: Belmont, MA 02454
 4. Post Office: Belmont, MA 02454
 5. Fax: 617-351-2000
 6. Telex: 617-351-2000
 7. E-mail: MA02454
 8. Internet: 1-800-645-6480
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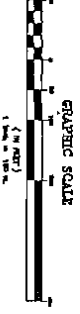


DATE	REVISIONS	 landesign ENGINEERS • SURVEYORS • PLANNERS 3203 WINDMILL LANE SUITE NO. 111 PMA(201) 246-6022 Fax(201) 344-6024 www.landesignplanning.com	DESIGNED BY/APPPLICANT	<p>ASCE</p> <p>14 Orchard Way, North Baltimore, MD 21204 Attn: Mr. Andrew S. Smith Executive Director 201-919-0202</p>	<p>RENDERING</p>	<p>PLOTTED FOR LAND DESIGN PMA</p> <p>BOARD OF EDUCATION BRICKYARD ROAD POTOMAC (1070) ELECTION DISTRICT MONTGOMERY COUNTY, MARYLAND</p>	
DATE: FEBRUARY, 2012	SCALE: 1" = 100'	DESIGNED BY: JLB	DRAWN BY: JLB	CHECKED BY: JLB	SHEET NO.: 1 OF 1	JOB NO.: 12-004	FIELD BOOK:



GENERAL NOTES

1. Owner: [illegible]
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DATE	REVISIONS	DESIGNER/APPLICANT	CONCEPTUAL SITE PLAN	BOARD OF EDUCATION BRICKYARD ROAD PORTLAND (019) ELECTION DISTRICT HONOLULU COUNTY, HAWAII	DATE: FEBRUARY, 2017	SCALE: 1" = 100'
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HONOLULU, HI 96813
(808) 248-0002 Fax: (808) 248-0006
www.landesignhawaii.com

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94. [illegible]
95. [illegible]
96. [illegible]
97. [illegible]
98. [illegible]
99. [illegible]
100. [illegible]

Proposal For
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access to the site is limited to the defined access points on Brickyard Road, prevent parking in the neighborhood, and prevent walking access through private property. We have allocated approximately 3 acres of land along the eastern property boundary for the potential development of a community-run Organic Agricultural Education Center and Community Gardens, as well as a community playground. As this area is community-oriented, it will be the responsibility of the community to develop and maintain this space along with the appropriate pro-rata share of the amenity spaces.

Part of the amenity space is parking for site visitors, consisting of approximately 220 parking spaces. We provide access to the parking area at both the east and west ends, to accommodate direction of travel and to minimize traffic along Brickyard Road between the parking entrances. We have separated the parking area from Brickyard Road by a landscape buffer strip retaining existing trees, and have surrounded the parking area with bio-retention facilities and a public fitness course with five stations.

We are enclosing the two full-sized pitches and one of the small-sided fields within a fenced perimeter to ensure that the use is controlled and deters unpermitted user groups. The second small-sided field will be accessible during non MSI use periods for individual sporting activities by residents of the surrounding community. This field will not be available for unpermitted team practice or other organized group play.

Inside the interior fence line and between the two small-sided fields, we propose a demountable pole building for shelter, maintenance shed, along with trailer-mounted facilities for bathrooms (not temporary Porta-Johns) and concessions.

MSI will require that Montgomery County and / or other site use partners provide adequate liability insurance for the public amenity space. Such space in this document shall be defined as all areas outside of the MSI secured / fenced portion of the site. MSI will require complete Indemnification by the County and its partners for any activities that occur on the Public Amenity space, and be named as an additional insured. In addition, MSI suggests that the Public Amenity space be excluded from the legal description of the leased property.

*...square footage
(including a breakdown
of the type and use of
the field area)...*

Soccer Uses: 229,500 sf of active use area

Full-Sized Fields #1 & #2:	162,000 SF
Small-Sized Fields #3 & #4:	67,500 SF

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*...and other
characteristics of the
development of the
soccer field(s) facility.*

B. Project Budget
*Budget showing funds
and funding sources for
initial design and
construction costs...*

Potential Public Amenities: 135,500 sf of active use areas plus fitness trail

Playground:	10,800 SF
Community Gardens:	16,200 SF
Organic Agricultural Education Center:	108,500 SF

Common Parking: 220 spaces

As mentioned above, the other major community mission of creating an Organic Agricultural Education Center and Community Gardens, shall be operated under the following principles:

- The Center and Gardens must be operated by the community as a non-profit entity (Entity);
- The Center and Gardens shall be available to all, consistent with the inclusion requirements of the RFQ-DP;
- The Entity will be 100% responsible for the design, construction, maintenance and operation of the Center and Gardens;
- The Entity shall contribute proportionately to the design, construction and maintenance of the public amenity spaces; and
- The Entity will obtain and maintain adequate liability insurance indemnifying MSI and the County for activities on its land at all times

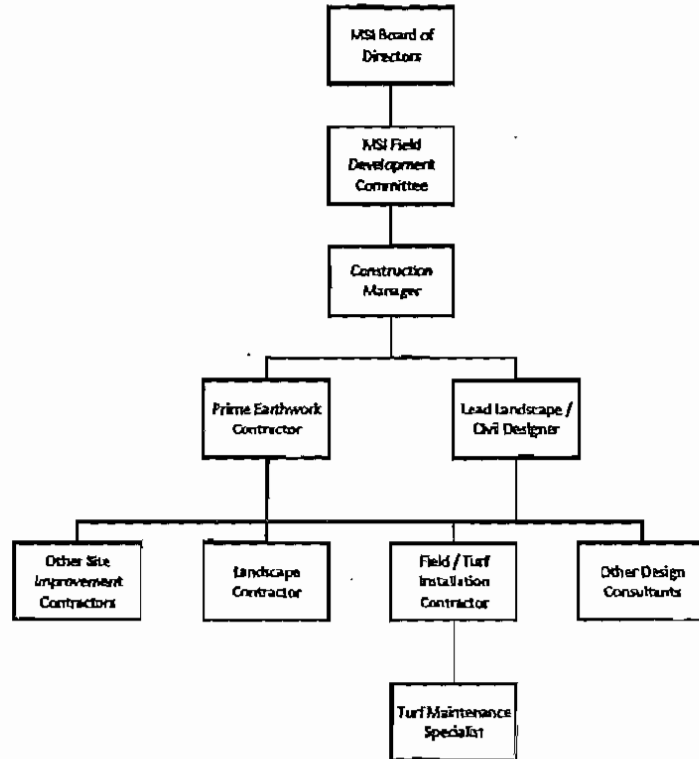
MSI will contract with a qualified and experienced firm to be its Construction Manager. In this role, the Construction Manager will direct select design professionals and site improvement contractors for the following elements of the work:

- Design and Civil Engineering services
- Site work and Parking
- Landscaping
- Field Layout

MSI will contract directly with selected providers, and hold their contracts. The manner in which the various design and contracting professionals will be managed by MSI and its Construction Manager is shown on the following Organization Chart:

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*Project Organization
Chart*



To date, based on discussions with 3-4 pre-qualified firms in each of the categories above, MSI estimates the following major Development Budget amounts:

General Conditions/Scope Items	\$142,900
Major Earthwork	\$711,500
Stormwater Management & Utilities	\$240,000
Parking, Paths and Hardscaping	\$456,450
Turf Fields & Irrigation	\$537,000
Landscaping & Site Restoration	\$182,500
Pavilion	\$225,000
Fencing	\$150,100
Playground Equipment	\$27,500
Miscellaneous Site Improvements	\$10,000
Total Construction Costs	\$2,682,950
Total Soft Costs	\$270,000
TOTAL DEVELOPMENT COST	\$2,952,950

The information contained in this document is furnished to Montgomery County, Maryland for the sole purpose of evaluating this proposal, and shall not be disclosed outside the evaluation process, or duplicated or used, in whole or in part, for any other purpose.

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Since limited time and no site access was provided prior to the submission of this response, MSI's projected budget and project pro forma are predicated on the following assumptions being true:

1. MSI will not be responsible for Improvements to Brickyard Road or its intersections beyond what exists at the time of this submittal. MSI will provide adequate ingress and egress to the site's parking area.
2. It is assumed adequate Water and Electric are reasonably available at site.
3. It is assumed that no rock excavation will be required.
4. It is assumed other hazardous conditions do not exist at the site

*...and long-term
operating costs.*

MSI estimates a total annual maintenance budget of \$200,000, portions of which shall be shared by other use groups described in this document.

- Turf care	120,000
- Utilities	20,000
- Common area	17,500
- Sanitation	10,000
- Facility maintenance fund	25,000
- Insurance	7,500

C.Contingent Actions
*A statement of whether
the proposed
development is
contingent on any
County or State
government action*

The proposed development is not contingent upon any governmental action other than the award of this contract. No zoning or other land use changes are required, and no governmental funding is sought or needed.

MSI recognizes the limitation in the lease agreement between MCPS and Montgomery County, relative to lease term. MSI further notes that the lease term creates an imbalance in the project pro forma that will need to be the subject of future discussions, if selected for negotiation. MSI shares Montgomery County's objective of providing quality soccer fields for use by the children of our community at affordable cost.

SECTION 3

Proposal For
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3. PROGRAMMING COMMITMENT

*Describe how the
programs conducted by
the Applicant's Use of
the Property will support
and contribute to the
objectives listed in
Section II [of the RFP].*

*Describe the operation
of the fields including
hours of operations and
services provided to
private use (members)
and the public at large
(for example educational
programming, youth
programming, etc.)*

Neighborhood Impact

Improvement of the Brickyard Road school site into superior quality regulation soccer fields and ancillary facilities will enable a wider segment of Montgomery County youth to experience and enhance their soccer experience. In keeping with MSI's organizational objective of providing a "level of play for everyone," the development of the Brickyard Road school site will benefit all players throughout the MSI inclusive youth soccer program described previously in this proposal.

MSI's program of "open enrollment," encouraging all Montgomery County youth to participate, blends our highly diverse youth across social and economic demographics as well as physical ability, entirely consistent with, and advancing the principles of, the Montgomery County Recreation Department.

Notwithstanding the RFQ-DP's prohibition of site activity between the hours of 9PM to 9AM, MSI desires to discuss on a limited basis the earlier operation of the park, not only for sporting activities but also the use of the Organic Agricultural Educational Center and Community Gardens, community playground, and fitness trail.

MSI is sensitive to the concerns of all Montgomery County neighborhoods, as well as to their demographic needs. With regard to the history of organic farming on the Brickyard Road site, and the somewhat contentious dispute that has arisen, it's important to keep several facts in mind.

First, the organic farming on-site was a for-profit venture; was not on privately owned land, but on land leased from MCPS; and was subject to the terms of that lease, including termination at the discretion of MCPS. It is noteworthy that intent to utilize the Brickyard site for a broader public purpose was discussed in the public forum in 2004. In fact, a school has always been planned for, and may yet be constructed, on that property, along with the attendant automobile and school bus traffic.

Second, the surrounding community itself, while highly desirable today, was carved out of relatively virgin farmland and forest. In fact, the River Falls community website (www.riverfalls.org) contains the following description of the community's origins:

Although zoned residential, much of the land was hilly, most was forested, and a portion of it (the land later to hold the community clubhouse) had been farmed. Significant 'cut and fill,' especially on the southernmost end of what would become River Falls Drive, would be necessary to grade the land for the homes and streets

yet to come.

MSI is proposing no forest clearing and only modest, balanced site cut and fill, with the re-spread of the native topsoil.

Third, Montgomery County is a single political and societal entity, and the need for youth soccer sites is the same in Bethesda, where land is scarce, and Potomac, where land is available. The proposed fields serve the same population.

In this regard, it is important to recall the development of the Brickyard Road site is not without precedent. The future Potomac High School site at Avenel is now Avenel Local Park, a recreational park with four full-sized athletic fields, two tennis courts, two basketball courts, and one playground, all served by 164 parking spaces.

The future Wootton Middle School site is now Falls Road Local Park, with three full-sized athletic fields, along with an extensive special needs playground, and is served by only 70 parking spaces. These developments, as well as the Brickyard Road site, would all experience significantly more traffic and intensity/duration of use if developed as the Middle and High Schools for which the land was acquired, and which may yet be built.

By providing superior quality fields in geographically diverse areas of the county, we have the opportunity to reduce the overall carbon footprint of Montgomery County. By appropriately scheduling team matches from like county areas in lieu of traveling cross county, we will not only achieve this reduction in emissions but achieve our goal of increased opportunities for superior quality field play. Additionally, this reduction in travel will save on precious natural resources as well as provide for additional family time for activities other than excessive travel time in the car.

MSI has listened closely at community meetings, and cataloged the often-conflicting desires of the local community for the future use of the Brickyard Road site. No proposal can satisfy all concerns, but the strongest and most repeated concerns can be, and are, addressed in this proposal. Among these are:

- The opportunity to use portions of the site on a casual basis for individualized recreational and educational purposes.

MSI has provided a superior quality field for casual use such as tossing a Frisbee, playing catch, etc., and allocated approximately 3.0 acres for potential Public Amenities, such as a structured playground, fitness trail, and Organic Agriculture Education Center and Community Gardens, to be programmed and operated by the local community.

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- The desire to avoid having the site become an attractive nuisance for irresponsible and unpermitted user groups, and to avoid potential for visitors to park in the neighboring communities and seek access to the park through private property.

The proposed development Plan encloses the majority of soccer field space with fencing as described above, utilizing both the existing perimeter fencing and new interior fencing. This will accomplish each of the community objectives indicated above, as unpermitted user groups will not be able to access the vast majority of the soccer field space, and access to the fields will be limited to the parking area at the front of the site.

- The desire to avoid nighttime field lighting.

MSI proposes no field lighting.

- The desire to avoid a public address system.

MSI proposes no public address system.

- The desire to avoid synthetic turf playing fields.

MSI proposes no synthetic turf playing fields.

- The desire to avoid the accumulation of trash and litter resulting from use of the fields.

MSI has an exemplary history of policing its own activities and leaving sites as clean as when first entered.

Noise Study

In accordance with the requirements of the RFQ-DP, MSI will conduct a noise impact analysis as required for all uses of the facility.

Traffic

At the request of MSI, Street Traffic Studies, Ltd. (STS) has reviewed the proposed plans for the soccer fields on the Brickyard Road property in the Potomac area of Montgomery County. STS notes that the development proposal planned for the property will likely be subject to the Mandatory Referral process of the County, including a Traffic Review, under their guidelines and procedures.

From STS

We have reviewed the proposed soccer plans for the soccer fields on the Brickyard property in the Potomac area of Montgomery County. We would expect that the development proposal planned for the property will be subject to the Mandatory Referral process of the County, including a Traffic Review, under their guidelines and procedures.

While the final scope of services will be confirmed through discussions with

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M-NCPPC and Montgomery County staff, we would expect this review would consist of an evaluation of the site access points, as well as the following local intersections:

- o Falls Road at Brickyard Road*
- o Falls Road at Oaklyn Drive*
- o Falls Road at MacArthur Boulevard*
- o Brickyard Road at Brent Road*
- o Brickyard at Horseshoe Lane (2 locations)*

The above locations represent the maximum study area we would expect from the reviewing agencies, and may be modified after discussions with staff.

Traffic Impact studies in Montgomery typically focus on Morning and Evening weekday peak hour, and in special cases will include weekend conditions. The proposed use will have limited, if any weekday morning impacts and evening trips again will be limited with the majority occurring outside the typical peak hour.

It is our understanding that the following represents the proposed use of the fields:

Throughout the spring season:

- full use on Saturday and Sunday (games)*
- limited use on weekdays (a few tots programs during the school day, limited activities during evening)*

Throughout the summer season:

- summer camps during certain weeks on weekdays and weekday evenings; these activities represent significantly fewer vehicle trips than for league play during the fall/spring weekends*
- limited activities on weekends*

Throughout the fall season:

- full use on Saturday and Sunday (games)*
- limited use on weekdays (a few tots programs during the school day, limited activities during evening)*

Once the final development plan is completed, the traffic study will address both daily and peak hour traffic associated with the site. This analysis will review the traffic conditions at the site access points as well as nearby intersections. The purpose of these studies will be to ensure that safe and efficient access and circulation network is provided for the use as well as the surrounding community. Parking analyses will also be conducted to ensure that the proposed development plan provides an adequate supply of parking spaces to support the project, such that all demands are met on

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site, thereby limiting the impact to the adjoining roadways and community. The anticipated trip generation for the site is expected to peak during the evening (if scheduled) and Saturday midday peak hours, with values in the order of 85 vehicles per hour (vph) and 115 vph during the evening and Saturday peak hours, respectively. Based on these values, it is our opinion that the planned 220 parking spaces will be adequate for the site.

Site access points as currently planned will be more than adequate to support the project. The provision of two access points at either end of the site frontage provides a redundancy to the parking field, allowing for an even distribution of inbound and outbound trips as well as providing an alternative means of egress should one location experience a heavier burden.

As noted, the above discussion represents a preliminary review of the proposed plans for the site. The full traffic impact review will include a detailed analysis of each site access point for morning, evening and weekday peak hour conditions. The study will address the site access configuration from the perspective of overall vehicular and pedestrian capacity and safety perspectives. The site parking plans will also be reviewed based on their ability to meet projected demands as well as vehicular and pedestrian circulation needs.

Summary

MSI proposes a low-risk approach to increasing the availability of youth soccer playing fields in Montgomery County. We are the oldest and largest youth sports organization in the County, and we look forward to this opportunity to expand our services.

SECTION 4

APPENDIX A

FINANCIAL STATEMENTS

Montgomery Soccer Inc.
7650 Standish Place, # 108
Rockville, MD 20855

Financial Statements
January 1 – December 31, 2011

INCOME and EXPENSE

Income

Contributions	55,675.94
Investment	(192,482.21)
Programs	2,801,662.24
Total Income	2,664,855.97

Expense

Auto	6,982.40
Bad Debt	1,217.00
Clinics	8,850.00
Computer	19,530.37
Continuing Education	2,250.00
Contract Labor	33,643.75
Contributions	4,300.00
Depreciation	230.84
Equipment	48,790.36
Facility Rental	514,194.28
Game Leaders	345,502.25
Insurance	3,518.33
League Fees	86,127.19
License Courses	8,933.00
Materials & Supplies	4,932.91
Meeting Expense	2,487.69
Patches	9,670.66
Payroll	490,467.30
Postage & Delivery	960.57
Printing	3,671.18
Professional Fees	46,969.88
Recognition	3,812.06
Registration Costs	164,884.41
Rent	66,957.50
Repairs, Office Equipment	304.82
Risk Management	3,150.51

Special Fees	3,445.00
Taxes, Personal Property	194.62
Telephone	9,801.83
Tournament Misc.	6,495.80
Trophies	35,661.48
Uniforms	127,124.48
Web Hosting	204.30
Total Expense	2,065,266.77

Net Income	599,589.20
Contribution to Operations Reserve	35,000.00
Contribution to Facility Development Fund	564,589.20
Balanced Budget	0.00

BALANCE SHEET (12/31/2011)

ASSETS

Current Assets	7,915,839.33
Other Assets	5,777.60
TOTAL ASSETS	7,921,616.93

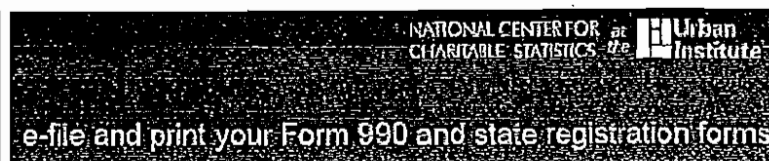
LIABILITIES

Current Liabilities	7,831.55
Prepaid Income	156,991.00
Total Liabilities	164,822.55

EQUITY

Opening Balance Equity	36.00
Operating Reserve Fund	575,000.00
Facility Development Fund	7,181,758.38
Total Equity	7,756,794.38

TOTAL LIABILITIES & EQUITY	7,921,616.93
---------------------------------------	---------------------



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MONTGOMERY SOCCER INC
23-7327918
2010 IRS Form 990
1/1/2010 - 12/31/2010

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Next Step: Congratulations. This Filing was accepted. Thank you for using the 990 Online system for electronically filing your return(s). If you feel this service was useful, and you would like to make a donation to help us continue to provide this service, you can do so [here](#). Thanks again for using the online 990 System and we hope you come back again next year.

Filing Checklist

<u>No.</u>	<u>Step</u>	<u>Status</u>	<u>Description</u>	<u>Delivery Actions</u>
1	Edit IRS Form 990:	<input checked="" type="checkbox"/> OK	Completed by Douglas Schuessler on 11/15/2011 3:24:04 PM	E-file
2	990 Online Usage Fee:	<input checked="" type="checkbox"/> OK	Payment of \$60 was received by PayPal on 11/15/2011 3:27:32 PM	
3	Authentication (electronic signature):			
	» Douglas Schuessler, Executive Director	<input checked="" type="checkbox"/> OK	Completed on 11/15/2011 3:33:00 PM	
4	Signature Form:	<input checked="" type="checkbox"/> OK	Completed on 11/15/2011 3:48:24 PM	

Delivery Status

<u>No.</u>	<u>Return</u>	<u>Delivery Status</u>	<u>Description</u>	<u>Postmark</u>
1	IRS Form 990	E-file Accepted	Congratulations. This Return was Accepted on 11/15/2011	11/15/2011 4:48:12 PM

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Last modified: October 21, 2011.

Form **990****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2010**Open to Public Inspection**

Department of the Treasury

Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2010 calendar year, or tax year beginning 01/01, 2010, and ending 12/31, 20 10	
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization MONTGOMERY SOCCER INC Doing Business As _____ Number and street (or P.O. box if mail is not delivered to street address) Room/suite 7650 Standish Place Suite 108 City or town, state or country, and ZIP + 4 Rockville, MD 20855 F Name and address of principal officer: Douglas P Schuessler 7650 Standish Place Suite 108, Rockville, MD 20855 H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," attach a list. (see instructions) H(c) Group exemption number ▶ _____ I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (Insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527 J Website: ▶ www.msissoccer.org K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶ _____ L Year of formation: 1971 M State of legal domicile: MD
D Employer identification number 23-7327918	
E Telephone number 301-762-4674	
G Gross receipts \$ 3,163,527	

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: MSI is a non-profit youth soccer organization that promotes youth soccer in Montgomery County. MSI emphasizes each child's self-employment, personal growth, skill development and team experience through excellent leadership, fair play and good sportsmanship. MSI offers a level of play for everyone, with a commitment to developing new and improved facilities in support of all.		
	2 Check this box <input type="checkbox"/> If the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	15
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	15
	5 Total number of individuals employed in calendar year 2010 (Part V, line 2a)	5	13
	6 Total number of volunteers (estimate if necessary)	6	1,500
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 34	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	43,602	41,110
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,622,719	2,597,934
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	328,695	524,483
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	0	0
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,995,016	3,163,527
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0	0
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	431,043	458,116
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)	1,554,394	1,497,757
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,985,437	1,955,873	
19 Revenue less expenses. Subtract line 18 from line 12	1,009,579	1,197,654	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	6,165,972	7,460,127
	22 Net assets or fund balances. Subtract line 21 from line 20	208,519	303,020
	22 Net assets or fund balances. Subtract line 21 from line 20	5,959,453	7,157,107

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer <i>Douglas P. Schuessler</i>	Date 11-15-11
	Douglas Schuessler, Executive Director Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☒ No

For Paperwork Reduction Act Notice, see the separate Instructions.

Cat. No. 11282Y

Form 990 (2010)

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response to any question in this Part III ☐**1** Briefly describe the organization's mission:

MSI is a non-profit youth soccer organization that promotes youth soccer in Montgomery County, MD. MSI emphasizes each child's enjoyment, personal growth, skill development and team experience through excellent leadership, fair play and good sportsmanship. MSI offers a level of play for everyone, with a commitment to developing new and improved facilities in support of all.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.**4a** (Code:) (Expenses \$ 1,684,620 including grants of \$ 0) (Revenue \$ 2,374,981)

MSI organized and conducted youth soccer leagues for more than 14,000 children. Leagues were conducted for children of all levels of play, including children with special needs, running throughout the Fall and Spring seasons.

4b (Code:) (Expenses \$ 118,773 including grants of \$) (Revenue \$ 134,854)

MSI organized and conducted youth soccer tournaments for approximately 300 teams. Tournaments were conducted in March and September.

4c (Code:) (Expenses \$ 34,079 including grants of \$) (Revenue \$ 88,100)

MSI organized and conducted a variety of youth soccer camps and clinics, both for players and coaches. Programs were conducted during all four seasons.

4d Other program services. (Describe in Schedule O.) See Schedule O, Statement 2(Expenses \$ 48,599 including grants of \$ 0) (Revenue \$ 0)**4e** Total program service expenses 1,885,971

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Is the organization required to complete Schedule B, Schedule of Contributors? (see instructions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Is the organization a section 501(c)(4), 501(c)(6), or 501(c)(29) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 Did the organization maintain any donor advised funds or any similar funds or accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did the organization report an amount in Part X, line 21; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10 Did the organization, directly or through a related organization, hold assets in term, permanent, or quasi-endowments? If "Yes," complete Schedule D, Part V	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12 a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI, XII, and XIII	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14 a Did the organization maintain an office, employees, or agents outside of the United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, and program service activities outside the United States? If "Yes," complete Schedule F, Parts I and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? If "Yes," complete Schedule F, Parts II and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? If "Yes," complete Schedule F, Parts III and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 8 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 10 and 8a? If "Yes," complete Schedule G, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20 a Did the organization operate one or more hospitals? If "Yes," complete Schedule H	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b If "Yes" to line 20a, did the organization attach its audited financial statements to this return? Note. Some Form 990 filers that operate one or more hospitals must attach audited financial statements (see instructions)	<input type="checkbox"/>	<input type="checkbox"/>

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants and other assistance to governments and organizations in the United States on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	21	✓
22 Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22	✓
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	23	✓
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25	24a	✓
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a	✓
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	25b	✓
26 Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? If "Yes," complete Schedule L, Part II	26	✓
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor, or a grant selection committee member, or to a person related to such an individual? If "Yes," complete Schedule L, Part III	27	✓
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV Instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV	28a	✓
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV	28b	✓
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV	28c	✓
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	29	✓
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	30	✓
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I	31	✓
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II	32	✓
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	33	✓
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1	34	✓
35 Is any related organization a controlled entity within the meaning of section 512(b)(13)?	35	✓
a Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2	36	✓
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37	✓
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19? Note. All Form 990 filers are required to complete Schedule O	38	✓

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response to any question in this Part V ☐

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	18
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	✓
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	13
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. (see instructions)	2b	✓
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	✓
b	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	✓
b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	✓
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	✓
c	If "Yes" to line 5a or 5b, did the organization file Form 8868-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible?	6a	✓
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the organization make any taxable distributions under section 4966?	9a	
b	Did the organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	✓
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response to any question in this Part VI ☒

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year 1a 15		
b	Enter the number of voting members included in line 1a, above, who are independent 1b 15		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2	✓
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?	3	✓
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4	✓
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5	✓
6	Does the organization have members or stockholders?	6	✓
7a	Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body?	7a	✓
b	Are any decisions of the governing body subject to approval by members, stockholders, or other persons?	7b	✓
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	8a	✓
b	Each committee with authority to act on behalf of the governing body?	8b	✓
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.	9	✓

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No	
10a	Does the organization have local chapters, branches, or affiliates?	10a	✓
b	If "Yes," does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization?	10b	
11a	Has the organization provided a copy of this Form 990 to all members of its governing body before filing the form?	11a	✓
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Does the organization have a written conflict of interest policy? If "No," go to line 13	12a	✓
b	Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	✓
c	Does the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this is done	12c	✓
13	Does the organization have a written whistleblower policy?	13	✓
14	Does the organization have a written document retention and destruction policy?	14	✓
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	15a	✓
b	Other officers or key employees of the organization	15b	✓
	If "Yes" to line 15a or 15b, describe the process in Schedule O. (See instructions.)		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	✓
b	If "Yes," has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ►

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request

19 Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public.

20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: ► Douglas P. Schuessler, (301)762-4674
 7650 Standish Place, Suite 108, Rockville, MD 20855

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response to any question in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
Steve Ertel Chair	4	✓						0	0	0
Adam Prill Vice Chair (1st)	4	✓						0	0	0
Mark Spler Vice Chair (2nd)	1	✓						0	0	0
Bob Jones Secretary	2	✓						0	0	0
Doug Whitescarver Treasurer (ex officio)	2	✓						0	0	0
Rhett Asher Director	1	✓						0	0	0
Ilisa Bernstein Director	1	✓						0	0	0
Scott Coffin Director	1	✓						0	0	0
Barry Gudelsky Director	1	✓						0	0	0
Alberto Gutierrez Director	1	✓						0	0	0
Lois Lembo Director	1	✓						0	0	0
John Quinn Director	1	✓						0	0	0
Leon Reed Director	1	✓						0	0	0
Robert Wilkoff Director	1	✓						0	0	0
Pam Yerg Director	1	✓						0	0	0
Douglas Schuessler President, Executive Director	40				✓			88,011	0	22,595

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Schedule C)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations	
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former				
Gary Wheeler Director of Operations	40				✓	✓			104,809	0	1,742
1b Sub-total											
c Total from continuation sheets to Part VII, Section A											
d Total (add lines 1b and 1c)									192,820	0	24,337

1b Sub-total	▶			
c Total from continuation sheets to Part VII, Section A	▶			
d Total (add lines 1b and 1c)	▶	192,820	0	24,337

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization ► 2

		Yes	No
3	Did the organization list any former officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization.

(A) Name and business address	(B) Description of services	(C) Compensation
Maryland Soccer Foundation, 18031 Central Park Circle, Boyds, MD 20841	Facilities and fields	410,040
Metropolitan Washington Soccer Referees Assoc, c/o Seth Cohen, 13631 Alderton Rd, Gaithersburg, MD 20878	Referees	289,148
American Soccer Company, 728 East Anaheim Street, Wilmington, CA 90744	Uniforms, balls, equipment	123,929
2 Total number of Independent contractors (including but not limited to those listed above) who received more than \$100,000 in compensation from the organization ▶ 3		

Part VIII Statement of Revenue

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
Contributions, gifts, grants and other similar amounts	1a	Federated campaigns	1a 0				
	b	Membership dues	1b 0				
	c	Fundraising events	1c 0				
	d	Related organizations	1d 0				
	e	Government grants (contributions)	1e 0				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f 41,110				
	g	Noncash contributions included in lines 1a-1f: \$	0				
	h	Total. Add lines 1a-1f	41,110				
Program Service Revenue	2a Registration Fees		Business Code 713900	2,374,980	2,374,980	0	0
	b	Tournaments	713900	134,854	134,854	0	0
	c	Camps/Clinics	713900	88,100	88,100	0	0
	d					
	e					
	f	All other program service revenue		0	0	0	0
	g	Total. Add lines 2a-2f		2,597,934			
	Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			524,483	524,483	0
4 Income from investment of tax-exempt bond proceeds			0	0	0	0	
5 Royalties			0	0	0	0	
6a		Gross Rents	(i) Real (ii) Personal				
b		Less: rental expenses					
c		Rental income or (loss)	0 0				
d		Net rental income or (loss)					
7a		Gross amount from sales of assets other than inventory	(i) Securities (ii) Other				
b		Less: cost or other basis and sales expenses					
c		Gain or (loss)	0 0				
d		Net gain or (loss)					
8a		Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18	a				
b		Less: direct expenses	b				
c		Net income or (loss) from fundraising events					
9a		Gross income from gaming activities. See Part IV, line 19	a				
b		Less: direct expenses	b				
c		Net income or (loss) from gaming activities					
10a		Gross sales of inventory, less returns and allowances	a				
b	Less: cost of goods sold	b					
c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
11a						
b						
c						
d	All other revenue						
e	Total. Add lines 11a-11d		0				
12	Total revenue. See instructions.		3,163,527	3,122,417	0	0	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.

All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21	0	0		
2	Grants and other assistance to individuals in the U.S. See Part IV, line 22	0	0		
3	Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16	0	0		
4	Benefits paid to or for members	0	0		
5	Compensation of current officers, directors, trustees, and key employees	217,157	172,914	44,243	0
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0	0	0	0
7	Other salaries and wages	182,205	182,205	0	0
8	Pension plan contributions (include section 401(k) and section 403(b) employer contributions)	596	596	0	0
9	Other employee benefits	37,256	33,759	3,497	0
10	Payroll taxes	30,902	28,134	2,768	0
11	Fees for services (non-employees):				
a	Management	0	0	0	0
b	Legal	0	0	0	0
c	Accounting	18,927	0	18,927	0
d	Lobbying	0	0	0	0
e	Professional fundraising services. See Part IV, line 17	0			0
f	Investment management fees	48,795	48,795	0	0
g	Other	35,750	35,750	0	0
12	Advertising and promotion	0	0	0	0
13	Office expenses	3,055	2,837	218	0
14	Information technology	3,034	2,938	96	0
15	Royalties	0	0	0	0
16	Occupancy	66,136	61,412	4,724	0
17	Travel	3,941	3,486	455	0
18	Payments of travel or entertainment expenses for any federal, state, or local public officials	0	0	0	0
19	Conferences, conventions, and meetings	3,212	2,942	270	0
20	Interest	0	0	0	0
21	Payments to affiliates	0	0	0	0
22	Depreciation, depletion, and amortization	1,726	1,688	38	0
23	Insurance	3,683	1,298	2,385	0
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24f. If line 24f amount exceeds 10% of line 25, column (A) amount, list line 24f expenses on Schedule O.)				
a	Facilities Rental	483,682	483,682	0	0
b	Game Leaders	334,496	334,496	0	0
c	Registration Expense	161,845	161,845	0	0
d	Uniforms	116,114	116,114	0	0
e	League Entry Fees	75,181	75,181	0	0
f	All other expenses	138,180	135,690	2,281	0
25	Total functional expenses. Add lines 1 through 24f	1,965,873	1,885,971	79,902	0
26	Joint costs. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720). Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation				

Part X Balance Sheet

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	186,855	1	996,918
	2 Savings and temporary cash investments	4,101,495	2	1,593,739
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	10,630	4	
	5 Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	13,271	8	13,271
	9 Prepaid expenses and deferred charges		9	21,315
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 42,612		
	b Less: accumulated depreciation	10b 42,382	1,957	10c 230
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11	0	12	
	13 Investments—program-related. See Part IV, line 11	1,845,986	13	4,828,876
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	5,778	15	5,778
16 Total assets. Add lines 1 through 15 (must equal line 34)	6,165,972	16	7,460,127	
Liabilities	17 Accounts payable and accrued expenses	0	17	7,000
	18 Grants payable	0	18	0
	19 Deferred revenue	206,519	19	295,020
	20 Tax-exempt bond liabilities	0	20	0
	21 Escrow or custodial account liability. Complete Part IV of Schedule D	0	21	0
	22 Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	0	22	0
	23 Secured mortgages and notes payable to unrelated third parties	0	23	0
	24 Unsecured notes and loans payable to unrelated third parties	0	24	0
	25 Other liabilities. Complete Part X of Schedule D	0	25	
	26 Total liabilities. Add lines 17 through 25	206,519	26	303,020
Net Assets or Fund Balances	Organizations that follow SFAS 117, check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets		27	
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds	0	30	0
	31 Paid-in or capital surplus, or land, building, or equipment fund	0	31	0
	32 Retained earnings, endowment, accumulated income, or other funds	5,959,453	32	7,157,107
33 Total net assets or fund balances	5,959,453	33	7,157,107	
34 Total liabilities and net assets/fund balances	6,165,972	34	7,460,127	

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response to any question in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	3,163,527
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,965,873
3	Revenue less expenses. Subtract line 2 from line 1	3	1,197,654
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	6,959,453
5	Other changes in net assets or fund balances (explain in Schedule O)	5	0
6	Net assets or fund balances at end of year. Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B))	6	7,157,107

Part XII Financial Statements and ReportingCheck if Schedule O contains a response to any question in this Part XII ☐

- 1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant? 2a ☒
- b Were the organization's financial statements audited by an independent accountant? 2b ☒
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? 2c ☐
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- d If "Yes" to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both:
☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? 3a ☒
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits 3b ☐

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

OMB No. 1545-0047

2010

Open to Public Inspection

Name of the organization

MONTGOMERY SOCCER INC

Employer identification number

23-7327918

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 ☐ A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
- 3 ☐ A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 ☐ A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 ☐ A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 ☒ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10 ☐ An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box that describes the type of supporting organization and complete lines 11e through 11h.
 - a ☐ Type I b ☐ Type II c ☐ Type III—Functionally Integrated d ☐ Type III—Other
 - e ☐ By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
 - f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box ☐
 - g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?	11g(i)	
(ii) A family member of a person described in (i) above?	11g(ii)	
(iii) A 35% controlled entity of a person described in (i) or (ii) above?	11g(iii)	

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2010 (line 6, column (f) divided by line 11, column (f))	14		%
15 Public support percentage from 2009 Schedule A, Part II, line 14	15		%
16a 33 $\frac{1}{3}$ % support test—2010. If the organization did not check the box on line 13, and line 14 is 33 $\frac{1}{3}$ % or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
b 33 $\frac{1}{3}$ % support test—2009. If the organization did not check a box on line 13 or 16a, and line 15 is 33 $\frac{1}{3}$ % or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
17a 10%-facts-and-circumstances test—2010. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
b 10%-facts-and-circumstances test—2009. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions			<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	44,857	120,951	39,386	43,602	41,110	289,906
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	0	0	0	0	0	0
3 Gross receipts from activities that are not an unrelated trade or business under section 513	2,146,875	2,520,387	2,540,720	2,622,719	2,597,934	12,428,635
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf	0	0	0	0	0	0
5 The value of services or facilities furnished by a governmental unit to the organization without charge	0	0	0	0	0	0
6 Total. Add lines 1 through 5	2,191,732	2,641,338	2,580,106	2,666,321	2,639,044	12,718,541
7a Amounts included on lines 1, 2, and 3 received from disqualified persons	0	0	0	0	0	0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year	0	0	0	0	0	0
c Add lines 7a and 7b	0	0	0	0	0	0
8 Public support (Subtract line 7c from line 6.)						12,718,541

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
9 Amounts from line 6	2,191,732	2,641,338	2,580,106	2,666,321	2,639,044	12,718,541
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	130,436	218,196	-219,975	329,274	524,483	983,414
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975	0	0	0	0	0	0
c Add lines 10a and 10b	130,436	218,196	-219,975	329,274	524,483	983,414
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on	0	0	0	0	0	0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)	0	0	0	0		0
13 Total support. (Add lines 9, 10c, 11, and 12.)	2,322,168	2,860,534	2,360,131	2,995,595	3,163,527	13,701,955
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2010 (line 8, column (f) divided by line 13, column (f))	15	92.82 %
16 Public support percentage from 2009 Schedule A, Part III, line 15	16	95.84 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2010 (line 10c, column (f) divided by line 13, column (f))	17	7.18 %
18 Investment income percentage from 2009 Schedule A, Part III, line 17	18	4.16 %
19a 33 1/3% support tests—2010. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>		
b 33 1/3% support tests—2009. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions <input type="checkbox"/>		

Part IV **Supplemental Information.** Complete this part to provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Schedule B
(Form 990, 990-EZ,
or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

OMB No. 1545-0047

2010

▶ Attach to Form 990, 990-EZ, or 990-PF.

Name of the organization

MONTGOMERY SOCCER INC

Employer identification number

23-7327918

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust not treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II.

Special Rules

- ☐ For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), and received from any one contributor, during the year, a contribution of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, aggregate contributions of more than \$1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions for use *exclusively* for religious, charitable, etc., purposes, but these contributions did not aggregate to more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions of \$5,000 or more during the year ▶ \$

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2 of its Form 990, or check the box on line H of its Form 990-EZ, or on line 2 of its Form 990-PF, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

MONTGOMERY SOCCER INC

Employer identification number

23-7327918

Part I Contributors (see instructions)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	Pfizer Inc 235 East 42nd Street New York, NY 10017	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)

Name of organization

Employer identification number

MONTGOMERY SOCCER INC

23-7327918

Part II Noncash Property (see instructions)

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

Employer identification number

MONTGOMERY SOCCER INC

23-7327918

Part III Exclusively religious, charitable, etc., individual contributions to section 501(c)(7), (8), or (10) organizations aggregating more than \$1,000 for the year. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ► \$

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11, or 12.
▶ Attach to Form 990. ▶ See separate instructions.

OMB No. 1545-0047

2010

Open to Public Inspection

MONTGOMERY SOCCER INC

Employer identification number

23-7327918

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate contributions to (during year)		
3 Aggregate grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? <input type="checkbox"/> Yes <input type="checkbox"/> No		
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (e.g., recreation or education) ☐ Preservation of an historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenues included in Form 990, Part VIII, line 1 ▶ \$

(ii) Assets included in Form 990, Part X ▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenues included in Form 990, Part VIII, line 1 ▶ \$

b Assets included in Form 990, Part X ▶ \$

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a ☐ Public exhibition d ☐ Loan or exchange programs
- b ☐ Scholarly research e ☐ Other _____
- c ☐ Preservation for future generations
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b If "Yes," explain the arrangement in Part XIV and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21? ☐ Yes ☐ No
- b If "Yes," explain the arrangement in Part XIV.

Part V Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

- | | (a) Current year | (b) Prior year | (c) Two years back | (d) Three years back | (e) Four years back |
|--|------------------|----------------|--------------------|----------------------|---------------------|
| 1a Beginning of year balance | | | | | |
| b Contributions | | | | | |
| c Net investment earnings, gains, and losses | | | | | |
| d Grants or scholarships | | | | | |
| e Other expenditures for facilities and programs | | | | | |
| f Administrative expenses | | | | | |
| g End of year balance | | | | | |
- 2 Provide the estimated percentage of the year end balance held as:
- a Board designated or quasi-endowment _____ %
- b Permanent endowment _____ %
- c Term endowment _____ %
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|--------|----|
| (i) unrelated organizations | 3a(i) | |
| (ii) related organizations | 3a(ii) | |
| b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |
- 4 Describe in Part XIV the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment. See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	0	0		0
b Buildings	0	0	0	0
c Leasehold improvements	0	0	0	0
d Equipment	42,612	0	42,382	230
e Other	0	0	0	0
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).)				230

Part VII. Investments—Other Securities. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII. Investments—Program Related. See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Investments in support of facility development for	4,828,876	End-of-Year Market Value
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX. Other Assets. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X. Other Liabilities. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Amount
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).

Part XI Reconciliation of Change in Net Assets from Form 990 to Audited Financial Statements

1	Total revenue (Form 990, Part VIII, column (A), line 12)	1	
2	Total expenses (Form 990, Part IX, column (A), line 25)	2	
3	Excess or (deficit) for the year. Subtract line 2 from line 1	3	
4	Net unrealized gains (losses) on investments	4	
5	Donated services and use of facilities	5	
6	Investment expenses	6	
7	Prior period adjustments	7	
8	Other (Describe in Part XIV.)	8	
9	Total adjustments (net). Add lines 4 through 8	9	
10	Excess or (deficit) for the year per audited financial statements. Combine lines 3 and 9	10	

Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

1	Total revenue, gains, and other support per audited financial statements		1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIV.)	2d		
e	Add lines 2a through 2d	2e		
3	Subtract line 2e from line 1		3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIV.)	4b		
c	Add lines 4a and 4b	4c		
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	

Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

1	Total expenses and losses per audited financial statements		1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIV.)	2d		
e	Add lines 2a through 2d	2e		
3	Subtract line 2e from line 1		3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIV.)	4b		
c	Add lines 4a and 4b	4c		
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	

Part XIV Supplemental Information

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, line 8; Part XII, lines 2d and 4b; and Part XIII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

► Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

2010

**Open to Public
Inspection**

Name of the organization

MONTGOMERY SOCCER INC

Employer identification number

23-7327918

Form 990, Part VI, Section A, Line 2 - Two Members of the Board of Directors are married to each other (Leon Reed, Lois Lembo).

Form 990, Part VI, Section A, Line 6 - Registered and active coaches in good standing are members of the organization.

Form 990, Part VI, Section A, Line 7a - Members of the Board of Directors are elected at an Annual General Meeting of the Members of the Organization.

Form 990, Part VI, Section B, Line 11a - Form 990 is provided to the officers of the Organization for review prior to submittal.

Form 990, Part VI, Section B, Line 12c - Members of the Board of Directors are required to disclose potential conflicts of interest, and are required to recuse themselves from all discussions related to said potential conflict of interest. A Conflict of Interest policy statement and disclosure form is reviewed at the January meeting of the Board of Directors each year, at which time members of the Board of Directors establish compliance with the policy and sign the statement.

Form 990, Part VI, Section B, Line 15 - The Executive Committee reviewed recent compensation figures for leaders of comparable organizations for the most recent years available, and determined compensation after taking all relevant factors into account.

Form 990, Part VI, Section C, Line 19 - All documents are available for review at each year's Annual General Meeting, as well as by request at our office.

Schedule O, Statement 1

Form: 990

Page: 1

Line Number:

MONTGOMERY SOCCER INC

23-7327918

Reasonable Cause Explanations

Explanation

Filing extension until 11/15/11 granted by IRS.

Schedule O, Statement 2

Form: 990

Page: 2

Line Number: Part III Line 4d

MONTGOMERY SOCCER INC

23-7327918

Other Program Services Accomplishments

Activity Code	Description	Expense	Grants	Revenue
	MSt conducted resaarch and planning for development of new facilties for use in exlstng programs.	48,599		0
Total:		48,599	0	0

APPENDIX B
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bollinger Insurance 101 JFK Parkway Short Hills NJ 07078	CONTACT NAME: PHONE (A/C. No. Ext): 973-467-8005 FAX (A/C. No.): 973-921-2876 E-MAIL: ADDRESS:
INSURED Maryland State Yth Soccer Assn 221 5th Ave SE PO Box 700 Glen Burnie MD 21060	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company NAIC # 38970 INSURER B: Markel Insurance Company 38970 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1913666431

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			8502AH079007	9/1/2011	9/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 -- MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8502AH079007	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Insurance Full Excess			4102AH029071	9/1/2011	9/1/2012	Medical Limit Deductible \$300,000 \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All activities sanctioned by Maryland State Youth Soccer Association for their registered member leagues, clubs and teams. Certificate Holder is named as an additional insured. Certificate issued on behalf of all MSYSA sanctioned activities for MSI under Montgomery County Public Schools.

Group Code: A1042

CERTIFICATE HOLDER

CANCELLATION

Montgomery County Public Schools
All Ballfields on MCPS Property
850 Hungerford Drive
Rockville MD 20850

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bollinger Insurance 101 JFK Parkway Short Hills NJ 07078	CONTACT NAME: PHONE (A/G, No, Ext): 973-467-8005 FAX (A/G, No): 973-921-2876 E-MAIL ADDRESS:
INSURED Maryland State Yth Soccer Assn 221 5th Ave SE PO Box 700 Glen Burnie MD 21060	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: Markel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 88970 88970

COVERAGES

CERTIFICATE NUMBER: 1237626623

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		8502AH079007	9/1/2011	9/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8502AH079007	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Insurance Full Excess		4102AH029071	9/1/2011	9/1/2012	Medical Limit \$300,000 Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All activities sanctioned by Maryland State Youth Soccer Association for their registered member leagues, clubs and teams. Certificate Holder is named as an additional insured. Certificate issued on behalf of all MSYSA sanctioned activities for MSI at the MNCPPC Ball Fields.

Group Code: A1042

CERTIFICATE HOLDER

CANCELLATION

MNCPPC Ball Fields
9500 Brunett Avenue
Silver Spring MD 20901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

APPENDIX C
EXPANDED DEVELOPMENT BUDGET



CLASSIC



Brickyard - Soccer Fields
Location : Montgomery County, MD.
Client/s: Montgomery Soccer Inc.
Bid date: March 1, 2012



Preliminary Project Budget

Description

Units UoM Unit Cost Total Cost

Total Project Development Cost				
Design Fees	1.00	ls	\$ 130,000	\$130,000.00
Permit Fees / water tap fees	1.00	ls	\$ 40,000	\$40,000.00
Construction Management	10.00	mo	\$ 8,000	\$80,000.00
Testing and Inspection	1.00	ls	\$ 20,000	\$20,000.00
Construction Cost				\$2,682,950.00
Project Total				
				\$ 2,952,950.00
Construction Cost				
General Conditions/General Scope/Items				
Survey	1	ls	\$ 20,000	\$ 25,000.00
As Built Site Plan	1	ls	\$ 7,500	\$ 7,500.00
Restroom	16	mo	\$ 100	\$ 1,600.00
Supervision	160	days	\$600.00	\$ 96,000.00
Mobilization/Demobilization	1	ls	\$10,000.00	\$ 10,000.00
Field Office Trailers	8	mo	\$350.00	\$ 2,800.00
General Conditions/General Scope/Items				
				\$ 142,900.00



CLASSIC



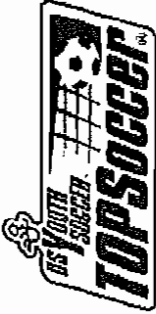
Brickyard - Soccer Fields
Location : Montgomery County, MD.
Client/s: Montgomery Soccer Inc.
Bid date: March 1, 2012

Preliminary Project Budget



Description

Major Earthwork				Units	UoM	Unit Cost	Total Cost
Temporary Sediment and Erosion Control							\$ 90,500.00
Silt Fence		3,000	lf			\$3.00	\$ 9,000.00
Remove & Reset Silt Fence		1,500	lf			\$1.00	\$ 1,500.00
Super Silt Fence		1,500	lf			\$10.00	\$ 15,000.00
Remove & Reset Super Silt Fence		500	lf			\$6.00	\$ 3,000.00
Type A-2 Earth Dike		500	lf			\$5.00	\$ 2,500.00
Stabilized Construction Entrance		1	ea			\$5,000.00	\$ 5,000.00
Inlet Protection		10	ea			\$200.00	\$ 2,000.00
Soil Stabilization Matting, Type A		3,000	sy			\$3.00	\$ 9,000.00
Sediment Trap Construction & Maintenance		1	ls			\$10,000.00	\$ 10,000.00
Tree Protection Fence		1,000	lf			\$3.50	\$ 3,500.00
Temporary Seed & Mulch		20	Acre			\$1,500.00	\$ 30,000.00
Clearing and Site Grading							
Clearing & Grubbing		1	ls			\$35,000.00	\$ 35,000.00
Strip stockpile topsoil		21,000	CY			\$5.00	\$ 105,000.00
Respread topsoil		9,000	CY			\$9.00	\$ 81,000.00
Cut to fill		100,000	CY			\$4.00	\$ 400,000.00



Preliminary Project Budget



Description	Units	UoM	Unit Cost	Total Cost
Storm Water Management and Utilities				240,000.00
Storm Water Management	1	ls	\$175,000.00	\$ 175,000.00
Water Line	1	ls	\$40,000.00	\$ 40,000.00
Power Feed and Minor distribution	1	ls	\$25,000.00	\$ 25,000.00
Site Paving and Hardscaping				256,450.00
Parking Lot and Entrance	9,725	sy	\$30.00	\$ 291,750.00
Paths	3,250	sy	\$30.00	\$ 97,500.00
Concrete Curb & Gutter	2,150	lf	\$20.00	\$ 43,000.00
Wheel Stops	220	ea	\$110.00	\$ 24,200.00
Turf Fields and Irrigation				587,000.00
Screen and Spread Top Soil	12,000	cy	\$16.00	\$ 192,000.00
Turf Field and soil mix	3	ea	\$80,000.00	\$ 240,000.00
Irrigation	3	ea	\$25,000.00	\$ 75,000.00
Sprig Fields	1	ls	\$30,000.00	\$ 30,000.00



CLASSIC



Brickyard - Soccer Fields
Location : Montgomery County, MD.
Client/s: Montgomery Soccer Inc.
Bid date: March 1, 2012

Preliminary Project Budget



Description

Description		Units	UoM	Unit Cost	Total Cost
Landscaping and Site Restoration					
Permanent Seed & Mulch / Amend / Fertilize		57,000	SY	\$1.10	\$ 62,700.00
Mowing For First 60 Days After Seeding		8	AC	\$600.00	\$ 4,800.00
Temporary Irrigation		1	ls	\$25,000.00	\$ 25,000.00
Landscape Plantings		1	ls	\$75,000.00	\$ 75,000.00
Landscape Plantings - 1 Year Warranty		1	ls	\$15,000.00	\$ 15,000.00
Miscellaneous Site Improvements					
Chain Link Fence @ Perimeter		3,950	lf	\$38.00	\$ 150,100.00
Playground		1	ls	\$27,500.00	\$ 27,500.00
Entrance Sign		1	LS	\$3,500.00	\$ 3,500.00
Bicycle Rack On Concrete Pad, 98 sf		1	ls	\$5,000.00	\$ 5,000.00
Pavilion		1	ls	\$225,000.00	\$ 225,000.00
Signage		1	ls	\$1,500.00	\$ 1,500.00
Construction Totals					
				\$	2,682,950.00



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

March 21, 2012

Mr. Douglas P. Schuessler, President and Executive Director
Mr. Adam Prill, Chair, Board of Directors
Mr. Steven Ertel, 1st Vice Chair, Board of Directors
Montgomery Soccer, Inc. (MSI)
7650 Standish Place, Suite 108
Rockville, MD 20855

RE: MSI March 16 and March 19, 2012 letters
Request For Qualifications and Development Proposals (RFQ-DP) for Brickyard
Road "Parcel 106"

Gentlemen:

The Selection Committee has reviewed MSI's March 16 and March 19, 2012 letters in response to my March 14, 2012 letter that was sent on behalf of the Selection Committee (SC). In addition, a follow-up negotiation meeting was held on March 19, 2012 at the 11th floor, Executive Office Building. Participants at the 3:30 PM meeting were:

- o Jeff Bourne, Department of Recreation (Selection Committee Member) – by phone
- o Kassahun Seyoum, Department of General Services (Selection Committee Member)
- o Cynthia Brenneman, Director, Office of Real Estate, Department of General Services
- o Mr. Douglas P. Schuessler, President and Executive Director, MSI
- o Mr. Adam Prill, Chair, Board of Directors, MSI

The following agreement was reached:

1. MSI agrees to abide by the terms of the sublease. Section I of the RFQ-DP states that "The License Agreement will be expressly subject to the terms and conditions of the April 19, 2011 Land Lease Agreement between the Montgomery County Board of Education and the County, as well as any other requirements and specifications required by the County for the Project." The Sublessee acknowledges that there are no renewal options available. In the event that the Board of Education and the County extend or renew the Prime Lease, a new Sublease shall be offered to the Sublessee according to the same terms and conditions as the Prime Lease. If the terms and conditions are acceptable to the Sublessee, a new agreement will be executed. This Sublease renewal is contingent upon Sublessee completing all Phase 1 improvements, successfully operating the improvements as a youth soccer facility, and commitment to develop the following public amenities within a year of signing the new sublease:
 - a. MSI shall provide additional amenities such as playground equipment with cost not to exceed \$12,500.

Division of Building Design and Construction

101 Monroe Street, 11th Floor • Rockville, Maryland 20850

777-7221 • 240-777-6003 FAX


EXHIBIT C 3

- b. MSI shall provide a one acre grassed recreation area, with no greater than five percent slope, for the public. The area must be accessible and can be used for unstructured play by members of the community or pre-game warm-up or practice space for MSI teams.
2. MSI agrees to abide by condition #6, in Section IV of the RFQ-DP, which states, "No more than five (5) tournaments, playoffs, and championship games are permitted to be played on the Property per year." Any games played by MSI teams as part of their normal course of league participation or team activities shall not be considered to fall in the categories above. "MSI teams" refers to all sponsored activities within MSI, including MSI's special needs program (often referred to as TOPSoccer, The Outreach Program for Soccer) and MSI's premier teams (often referred to as MSC, Montgomery Soccer Club).
3. MSI will provide annual lease payments of \$1,500 as stated in Section IV of the RFQ-DP.
4. Section I of the RFQ-DP states that, "the selected Applicant will be solely responsible for all costs and expenses incurred in its development, construction, operation, and maintenance of the soccer fields." MSI's projected budget and project pro forma are predicated upon a number of assumptions. Those assumptions may only be evaluated at a future date as project planning and design is facilitated by access to and characterization of the site, along with completion of related studies, in order to confirm the feasibility of the revised concept plan. If, at any point during the design and permitting process and prior to the commencement of construction, an independent cost analysis or project bid result shows the development costs for Phase 1, excluding those designated as optional, will exceed the budgeted cost, MSI will have the right to withdraw from the sublease agreement. Examples of such assumptions include improvements to Brickyard Road or its intersections, lack of reasonable availability to water and electricity at the site, need for rock excavation, or identification of hazardous conditions at the site. The budget for Phase 1 work (see MSI March 19, 2012 letter, Attachment 1), excluding that is designated as optional is \$1.5 million. Work listed under Phase 2 is optional; however, if any portion of any of the items under Phase 2 is developed, MSI shall provide all amenities identified in items #1.a and 1.b above. A revised operating budget estimate is provided in MSI March 19, 2012 letter (Attachment 1).
5. MSI agrees, as specified in Section IV of the RFQ-DP, game play will be permitted only between 9:00 AM and 9:00 PM. Game play shall not begin prior to 9:00 AM. However, the following non-game activities are permitted:
 - a. Preparatory to active game play, such as arrival of participants and vehicles, team warm-ups, equipment and field preparation, etc., will be allowed to start at 8:00 AM.
 - b. Individual preparatory activities by site supervisory personnel, such as inspection and staging of equipment, operation of irrigation sprinklers, hanging of nets, etc., shall be allowed beginning at 7:00 AM.

6. Revised conceptual plan, a two-phase approach subject to DPS permit approval and meeting all federal, state and County codes, as follows:
 - a. Phase 1 (see MSI March 19, 2012 letter, Attachment 1) will include:
 - i. Development of two full-sized fields (secured); these fields likely will be moved forward on the site, in order to reduce the required volume of earth movement
 - ii. Parking for between 120-150 cars (unless more is required for permit)
 - iii. Ingress and egress
 - iv. Walking paths from parking area to the two fields
 - v. Approximately one acre dedicated to growing sod to be used by MSI only for turf maintenance of the Brickyard fields
 - vi. Bathroom facility (removable temporary structure)
 - vii. MSI shall provide amenities such as playground equipment with cost not to exceed \$15,000 for Phase 1, and \$12,500 as defined in item #1 and #4 above.
 - viii. Provide a minimum of two acres for community non-profit organization to develop amenities that may include such things as community gardens, agricultural educational center, farming, etc.
 - ix. Optional installation of a pavilion
 - x. Optional placement of a maintenance/equipment shed
 - b. Phase 2 (see MSI March 19, 2012 letter, Attachment 1) may include:
 - xi. Development of a third full-sized field, or two half-sized fields (secured)
 - xii. Additional parking, as deemed necessary

If you have any questions, feel to call me at 240-777-6114.

Sincerely,


Kassahun Seyoum,
Capital Projects Manager
Selection Committee Member

Attachment: MSI March 19, 2012 letter

cc: Jeff Bourne, Department of Recreation (Selection Committee Member)
Ken Hartman, BCC regional Services Center (Selection Committee Member)
David Dise, DGS
Ernest Lunsford, DGS
James Stiles, DGS
Cynthia Brenneman, DGS
Ramona Bell-Pearson, ACAO
Joy Nurmi, Special Assistant to the County Executive

MSI

Montgomery Soccer Inc.
7650 Standish Place, #108
Rockville, MD 20855

March 19, 2012

Mr. Kassahun Seyoum
Capital Project Manager
SC Member
Department of General Services
Montgomery County, Maryland

Mr. Seyoum:

Attached please find a modified illustration for the Brickyard Road Soccer Project. In support of site development and maintenance, the following budget updates are provided.

Site Development	
General Conditions/Scope Items	\$90,850
Major Earthwork	345,500
Stormwater Management & Utilities	190,000
Parking, Paths and Hardscaping	125,000
Turf Fields & Irrigation	392,000
Landscaping & Site Restoration	100,300
Miscellaneous Site Improvement	49,000
Total Construction Costs	\$1,292,650
Total Soft Costs	209,000
TOTAL DEVELOPMENT COST	\$1,501,650
Contingency	150,165
TOTAL WITH CONTINGENCY	\$1,651,815

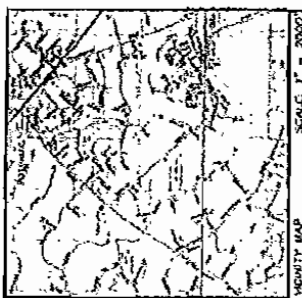
Annual Maintenance	
Turf Care	\$80,000
Utilities	13,000
Common Area	5,000
Sanitation	7,000
Insurance	5,000

TOTAL ANNUAL MAINTENANCE COST	\$110,000
Facility Maintenance Reserve Fund	7,500
TOTAL ANNUAL COST/RESERVE FUND	\$117,500

Regards,



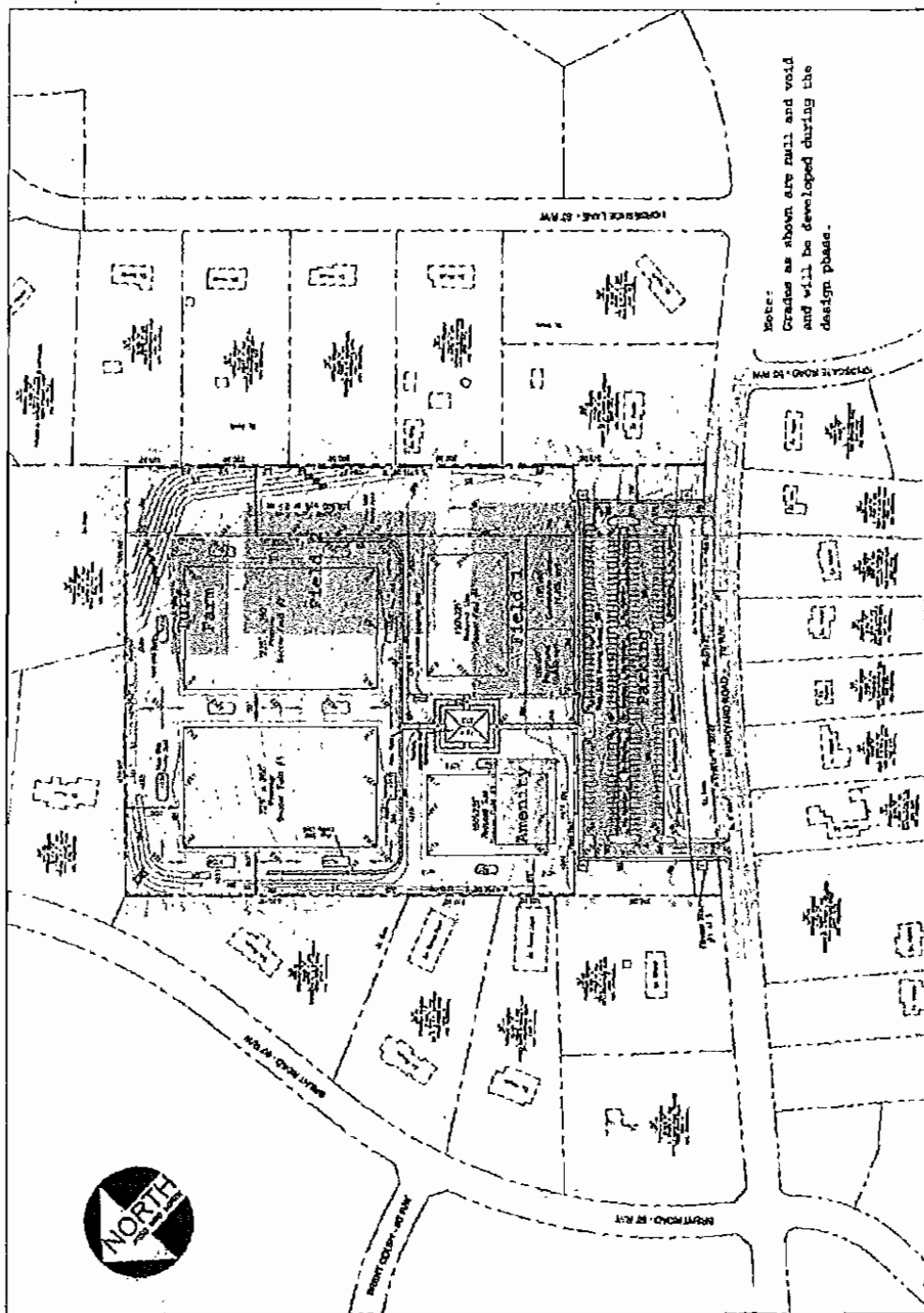
Adam Prill
Chair, Board of Directors
Montgomery Soccer Inc.



GENERAL NOTES

- | | | |
|----|-------------------|---|
| 1 | Daniel Montgomery | Philadelphia, Pennsylvania
1800 Locust Street
Philadelphia, PA 19103
Tel: 215-595-3600 |
| 2 | John Johnson | Wilmington, Delaware
1000 N. DuPont Highway
Wilmington, DE 19801
Tel: 302-439-1000 |
| 3 | Regina M. Johnson | Wilmington, Delaware
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Wilmington, DE 19801
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| 4 | John Johnson | Wilmington, Delaware
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| 11 | John Johnson | Wilmington, Delaware
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Wilmington, DE 19801
Tel: 302-439-1000 |
| 12 | John Johnson | Wilmington, Delaware
1000 N. DuPont Highway
Wilmington, DE 19801
Tel: 302-439-1000 |

Note:
Grades as shown are null and void
and will be developed during the
design phase.



DATE: FEBRUARY, 2012	SCALE: 1"=100'
DRAWN BY: J.M.B.	QUANTITY: 1200
CHECKED BY: J.C.	DATE: 1-20-12
COMPUTED BY: J.C.	DATE: 1-20-12
FIELD NOTES	

PARCEL NO
CEN 4425 7015 014
BOARD OF EDUCATION
BRICKYARD ROAD
ASTORIA (TOWN ELECTRON DISTRICT)
WATKINS COUNTY, WYOMING

CONCEPTUAL SITE PLAN
Phase 1

DEVELOPER/ADJUTANT
M52
14 Orchard Way, Ninth
Roosevelt Highway, 20004
Attn: Mr. Doug Schneider,
Executive Director
301-919-8302

London

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